

Terms and Conditions of Offer: **Entry in the 2012/13 Academic Year**

In addition to any conditions stated in your offer, the following terms and conditions including Appendix 1 apply to all offers of admission to full-time programmes based at Northumbria University in the UK.

1. Your Offer

Your offer specifies information relating to the programme on which you have been offered a place, including the term dates, duration and the tuition fees. It is only valid for the intake stated.

2. Fee Status

Northumbria University regards you as an overseas student for fees purposes and your offer has been made to you on this basis. Places for UK and EU students are restricted and fill quickly. Please note that should your fees status change before you begin your course, it may not be possible to offer you a place as a home fee payer if there are none available.

3. Progression

If your offer comprises more than one level or year, progression from one level or year of your programme to the next is subject to your completing and passing the programme assessments for each level. If your offer includes a Pre-sessional English language programme you must attend the programme and you must obtain the relevant grades in our English Language test at the end of the programme as a condition of progression to your degree programme.

4. Visas

It is your responsibility to apply for entry clearance from your country of residence or for leave to remain as a student (if you are already in the UK) and you must ensure that you have the correct type of valid student visa throughout your studies. It is essential that you comply with the terms of your visa and you are responsible for your own living and study costs whilst in the UK. It is also your responsibility to cover the costs (including the cost of biometrics) associated with your visa application and your visa renewal. If and when you need to renew your student visa it is essential that you do so as early as possible in advance of the expiry date of your current visa.

If your course is full-time and six months or longer you must obtain a Tier 4 (General) Adult Student Visa bearing Northumbria University's Sponsor Licence Number prior to your enrolment. To apply for a Tier 4 visa you will need a Confirmation of Acceptance for Studies (CAS) which you can request from us once you have paid your deposit, met all academic and English language conditions and accepted your offer.

Please note: Before any Confirmation of Acceptance for Studies can be issued, we must have evidence that deposits have been paid and funds have cleared.

If your course is shorter than six months and if you choose to apply for a Student Visitor Visa please note that whilst you are in the UK you will not be able to renew this type of visa or switch to a Tier 4 (General) Student Visa. Please refer to www.ukba.gov.uk for details. Students who wish to apply for a part-time programme should ensure that they have a visa which is valid for part-time study and valid for the full duration of their programme.

English Language

In order for Northumbria University to sponsor you with a CAS for your Tier 4 visa application, the University needs to hold evidence that you have achieved the required level of English Language competency - as

defined both by Northumbria University for entry to your course and by UKBA for visa purposes. Please note that the UKBA requirements for English Language are in addition to the University requirements. Please contact the International Office, or visit the UKBA website for further details.

5. Enrolment and Attendance

At enrolment you must present a Tier 4 (General) Student Visa bearing Northumbria University's Sponsor Licence Number, or another type of visa which is recognised by the UKBA as valid for study in the UK. If you do not have a valid visa you will not be allowed to enrol and should seek advice from the Student Support and Wellbeing Service. If you have a Tier 4 (General) Student visa which was issued for study at another UK institution, you may be allowed to enrol if you can provide evidence that you have applied to UKBA for new leave to remain for study at Northumbria University. You should be aware however, that if your visa application is refused, you will not be able to continue with your studies. At enrolment you must also present your valid passport and your original qualification documents.

6. UKBA Compliance

As a Sponsor of General Student Visas, the University has a duty to fulfil certain record keeping and reporting duties, which include keeping copies of your current passport and visa; recording your contact details; passing information on your admission and enrolment status and your attendance to the UK Border Agency (UKBA) and other UK governmental bodies. If you renew or change your visa at any time during your studies, we will require you to provide us with your new visa details. The University is also required to monitor the attendance¹ of all students and where attendance is deemed unsatisfactory, is obliged to report this to UKBA and other UK bodies.

If you do not comply with the conditions of your visa, for example if you do not enrol at the University by the last permitted enrolment date; if you withdraw; are withdrawn from your studies; interrupt your studies; are excluded for non-payment of fees; if you fail and are not permitted to repeat or if you do not attend your programme, the University will inform these bodies. It is your responsibility to ensure that you understand the implications for your visa in relation to any of the above. If you are uncertain about your status, for instance if you cannot attend because of illness, then you must seek immediate advice from the Student Support and Wellbeing Service.

6. Role of Agents

If you applied to the University via an intermediary such as an agent, representative or educational institution the University will normally communicate with you about your admission via the intermediary. The University also reserves the right to pass information about your admissions and enrolment status and about your programme attendance and to send a copy of your Confirmation of Acceptance for Studies (CAS) to the intermediary which is referred to in your application.

7. Accepting Your Offer and Requesting a CAS

If you have received an unconditional offer and wish to accept it, you must complete, sign and return our Offer Acceptance Form. You must also pay your deposit and send us your completed Deposit Payment Form. If you wish to request a Confirmation of Acceptance for Studies (CAS) in order to apply for a Tier 4 (General) Student Visa to study at Northumbria University, you must indicate this on the Offer Acceptance Form and, before any CAS is issued, you may also be required to provide additional proof to the University that you have met specific requirements of the UKBA.

Please note: when you request your CAS it is your responsibility to do so allowing enough time for your visa to be processed, as we cannot guarantee at peak times to issue CAS at short notice.

Deadline for Requesting a Confirmation of Acceptance for Study (CAS)

Once you have met all our conditions and paid your deposit, you should submit your offer acceptance and CAS request to the International Office by 1st September 2012 for Semester 1 entry and 7th December 2012 for Semester 2 entry. If you accept your offer and request a CAS after these deadlines please note that we cannot guarantee to process a CAS for you in time for your visa application.

¹ By attendance we mean attending lectures, seminars, group work sessions, placements, compulsory field trips, meetings with supervisors and all other relevant course activities.

CAS are issued in the form of a letter which will show the key information which was submitted to UKBA in order to generate your CAS number. It is your responsibility to check that all the details in the letter are correct before you apply for your visa and you must inform the University if you believe any details are incorrect. The University cannot accept responsibility for entry clearance decisions arising from the information we have provided to UKBA regarding your CAS. If your visa application is refused, you will need to request a new CAS in order to submit a new visa application.

8. Deposit and Tuition Fees

Tuition fees for your programme(s) are stated in your offer letter for the 2012/13 Academic Year. International students are required to pay a non-refundable deposit of £5500 in advance of enrolment and before any Confirmation of Acceptance for Studies can be issued for visa purposes.

You will not be required to pay a deposit if:

- a) You are receiving US or Canadian Federal Loans to cover payment for your tuition fees: or,
- b) Your tuition fees are paid by a Sponsor which is recognised by the University.

For further information about our deposit and fees payment conditions please read Appendix 1. Please note: deposits paid by credit card will be accepted in no more than two separate payments.

9. Paying Fees on Time

If you are unable to pay your fees by the due date, unfortunately you will be excluded from the University and the University will be obliged to report your non-attendance to the UKBA. However, the University's aim is to allow students to undertake their studies without any unnecessary disruption. If you are concerned that you may have problems paying by the due date, please do not leave it until this date but contact our Finance Department for advice as early as possible.

10. Late Arrival

Students should aim to arrive at the University in time to attend their enrolment session. Students who for unavoidable reasons cannot arrive in time for their enrolment session or for the start date of their course indicated in their offer letter may in some cases be allowed to enrol up to three weeks after their course start date. Most courses which start on 17 September 2012 have a last enrolment date of Monday 8th October 2012 by 9.00 am (See main exceptions below). If however, you find yourself in this situation and if your CAS letter does not state a specific last enrolment date please check the relevant date for your course by contacting the International Office. Students will not be allowed to enrol after the last enrolment date and any student unable to enrol by this date should not travel to the UK.

Please note that this three week extension does not apply to Professional Law Courses or Summer Pre-sessional English Programmes. Students holding offers for these programmes are advised to seek advice from the International Office if they cannot arrive in time for the start of the course.

11. Important Personal Details

It is essential that you provide your live personal email address and your home address and telephone number on your application form and a copy of your current passport. You must tell the University immediately if there is any change to any of these details. Important information regarding enrolment and admission and the Confirmation of Acceptance for Studies is sent to student's personal email address. Some personal data such as details of your fee payments and your accommodation bookings may be available to you in advance of your enrolment via a password-protected system. You are strongly advised to change your password as soon as possible after enrolling. We also require you to send us a copy of any previous Tier 4 visas you have obtained for the purpose of any previous study in the UK

12. Withdrawal, Suspension and Interruption

If you wish to withdraw, suspend or otherwise discontinue your studies you must follow the relevant University procedures. For details of the fees payable in these circumstances please see Appendix 1. The University does not allow students to defer their place once they have arrived in the UK.

13. Handbook of Student Regulations

In addition to these terms and conditions, all applicants and students are required to abide by the Handbook of Student Regulations which explains students' rights and obligations. It covers areas such as enrolment, disciplinary rules, credit control and complaints procedures. Please note in particular the Student Enrolment Conditions which form the basis of your contract for tuition with the University. The Handbook can be found on our website at http://northumbria.ac.uk/sd/central/uso/stud_reg_handbk/.

If you cannot access the Handbook on our website please request a copy from the International Office or the relevant Northumbria University Regional Office. In the event of any conflict between the Handbook and these Terms and Conditions, the Terms and Conditions take precedence.

14. Disclaimer

The University cannot guarantee to provide the programmes and services described in offers and in its publicity material. In the very unlikely event that your course is cancelled the University will make all reasonable efforts to inform you in good time.

Terms and Conditions of Offer:

Entry in the 2012/13 Academic Year

Appendix 1

1. Payment Terms

1.1 Your tuition fees are payable as follows:

Deposit Payment - All Students:

Minimum Deposit of £5500 payable on accepting your offer

Preessional English Programmes

Tuition fees for the programme are payable in full for each semester before or on enrolment. This payment constitutes part of the £5500 deposit, and the remainder of the deposit will be used as part payment of your tuition fees for your academic programme.

All programmes except Preessional English:

On enrolment 50% of the annual tuition fee is due - minus any fees you have already paid for the programme in advance.

Final Instalment- all programmes except Preessional English:

For entry to Semester 1 the remaining fees for your programme should be paid by 1 Dec 2012*

For entry to Semester 2 the remaining fees for your programme should be paid by 1 April 2013*

*If you have been awarded a scholarship, the scholarship amount will be deducted from this final payment.

1.2 Withdrawing from your course:

If you withdraw between four weeks after the start date of your programme and the end of your first semester a minimum of 50% of your tuition fees for the academic year are payable by you. In addition, please note the section "Deposit Conditions" below.

If you withdraw after the end of your first semester, the full fees for the academic year are due.

2. Paying Your Deposit

Unless otherwise indicated in your offer, you are required to pay a non-refundable tuition fees deposit. The deposit allows students holding an unconditional offer and meeting all other requirements to secure their place and receive a Confirmation of Acceptance for Studies for visa purposes. Please note:

- The deposit amount is payable in advance of enrolment and visa application;
- You may wish to pay your fees in full early and benefit from a discount (see Section 4 for further details below).
- Please pay as early as possible to allow enough time for your Confirmation of Acceptance for Studies (CAS) to be issued prior to your visa application.

- If your deposit payment is not honoured by your bank after we have issued your CAS, the CAS will be cancelled or withdrawn until such times as a new deposit payment is made and cleared. In this situation any further payments should be made by an alternative method to that which was used for the original payment.

We strongly recommend that you pay your deposit in one single payment, and also please note that at peak times, we cannot guarantee that any subsequent payments can be added to the details in your CAS once it has been issued. If it is possible to do so, please be aware that we cannot guarantee that this will be done in time for your visa to be processed.

3. Possible deductions if you are paying your full fees in advance

If you are paying your **full** tuition fees for the year as your deposit please deduct the following amount(s) from your payment if you qualify for them:

- Early Payment Discount if you qualify – see Section 7;
- Scholarship – only for students who have already received a letter confirming a scholarship award for the same academic year.

4. Refund of Overpayments

If you overpay your tuition or accommodation fees for the year any refund due will be processed. However, due to financial regulations refunds cannot be paid to the student directly if the overpayment is more than £500. Any refund due of more than £500 would be paid to the original account from which it was received. Please also note that the University cannot disburse other payments such as living expenses to students.

5. How to Pay

You may pay your deposit by **bank draft, or by credit/debit card** via the Northumbria on-line payment facility.

If you received your offer from one of the University's Regional Offices (in New Delhi, Kuala Lumpur, Bangkok or Beijing) you should contact that office for advice on payment and you will be issued with a receipt from that office.

If paying by **bank draft** the draft must be in Pounds Sterling, drawn on a UK bank and made payable to "Northumbria University". If you have applied via the University's Regional Office or via an authorised Northumbria representative they will accept your draft on the University's behalf and forward it to the University.

A list of our Regional Offices and authorised representatives can be found on the Northumbria website: (www.northumbria.ac.uk/international).

If you wish to **pay by credit/debit card** please go to the Pay Online link on the University's home page <http://northumbria.ac.uk/sd/central/finance/epayments/>. You will receive an e-mail acknowledgement containing an Order Number. When you send your **Deposit Payment Form** (see below) please include the order number on the form and your applicant reference number.

6. Deposit Payment Form and Receipt

When you pay your deposit you must also send your completed and signed **Deposit Payment Form** to the University **at the time of payment**. The form should be sent to the University office address on your offer letter. This will ensure that your payment is credited to your student fees account and you will receive an official receipt. If paying by bank draft please attach the draft to the form.

7. Early Payment Discount

You will qualify for an early payment discount if you pay your full tuition fees for your academic programme for the academic year in advance and meet all of the following conditions:

- you have already received an unconditional offer for your programme, or for a Preessional English course before paying your deposit; and
- the tuition fee stated in your offer letter is more than £6000; and
- you are a self-funding student starting an academic degree or diploma programme in 2012/13 which lasts at least one full academic year.

If you meet these conditions please **remember to deduct the relevant discount when you pay your fees**. The amount of discount, for students taking the diet of credits, varies from £260 to £500 depending on when your full fees are received by the University's Finance Department, as shown below:

Students starting their academic programme in September 2012:

- £500 reduction in fees for students whose full fees are received on or before 1 June 2012
- £260 reduction in fees whose full fees are received between 2 June 2012 and 1 August 2012

Students starting their programme in January 2013:

- £500 reduction in fees for students whose full fees are received on or before 1 October 2012
- £260 reduction in fees for students whose full fees are received between 2 October 2012 and 1 December 2012

The above discounts do not apply to Preessional programmes. If you are undertaking a Preessional programme before your academic programme you must pay the full fee for both programmes in advance of enrolment as a condition of qualifying for a discount on the academic programme fees.

The above discounts are offered for the intake your original offer applies to. If you decide to join a later intake the amount of discount will not increase.

8. Late Payment

If you are unable to pay your fees by the due date, unfortunately you will be excluded from the University permanently and will not be allowed to rejoin the programme even if your fees are paid in full. The University will be obliged to report you to the UKBA for non-attendance and sponsorship may be withdrawn. However, the University's aim is to allow students to undertake their studies without any unnecessary disruption. If you are concerned that you may have problems paying by the due date, please contact our Finance Department for advice as soon as possible before the deadline.

9. Scholarships

If you have been awarded a scholarship you will have received notification with your offer and are required to present your scholarship letter at enrolment. The amount of the scholarship is deducted from your final instalment unless you are settling your full course fees before or on enrolment. If you withdraw part-way through the academic year your scholarship discount will be applied pro-rata to the amount of fees you owe.

10. Deposit Conditions

10.1. Deposit Refunds

Once you have paid your £5500 deposit it is **non-refundable and non-transferable** except if you are unable to join your course due to any of the following circumstances:

- in the unlikely event that your programme is cancelled; or
- if you apply for a UK visa with your Northumbria CAS and your visa application is refused*; or
- if you do not meet the conditions of your offer or

- If you have serious personal extenuating circumstances which prevent you from studying overseas, e.g. in a serious case of illness. Refunds are at the University's discretion and will only be given where the University is satisfied that there is evidence of serious personal extenuating circumstances.

*if your visa is refused, we will require you to provide your notification of refusal. Please note, we will not refund a deposit on the basis of visa refusals which were made on the basis of fraudulent documents.

10.2 Requesting a Deposit or Fee Refund

In any of the above circumstances, subject to the University's agreement, you would receive a full refund of the deposit amount and of any additional tuition fees you had paid in advance for the academic year. To request a refund you would need to complete a Refund Form, attach the required documents and send it to the University Office from which you received your offer.

10.3 Circumstances where a deposit will not be refunded

In all other circumstances, including in the following situations, no refund of the £5500 deposit will be made:

- If you do not apply for a visa to study at Northumbria University;
- If you decide to study at another institution in the UK or in another country;
- If you decide not to study overseas.

However, in the three situations outlined above, you would receive a refund of any tuition fees you had paid in advance for the academic year which were in addition to the £5500 deposit.

10.4. Joining a later intake

If you are unable to join the University in the expected intake but are accepted for a subsequent intake your deposit and any additional payment of tuition fees you have made for the academic year will be carried over to the relevant intake and credited against your tuition fees.

10.5 Failure to enrol at Northumbria University

If you have obtained a Tier 4 (General) Student Visa using a Northumbria University Confirmation of Acceptance for Studies (CAS) but you do not enrol at the University in the semester for which your offer is valid, or if you enrol at the University and subsequently withdraw from your programme at any time, the deposit and any additional fees you have paid in advance are both non-refundable and non-transferable. The only partial exceptions to this regulation are the two following situations, in which the deposit amount is still non-refundable and non-transferable, but any additional pre-payment you have made, less any additional fees which are due at the time of withdrawal, would be refunded or transferred as indicated below:

- **Transfer to another Tier 4 registered University**
If you transfer to another UK university which is a registered Tier 4 Educational Sponsor for the start of the same semester, any partial refund due will be transferred to the university concerned, once Northumbria has received evidence from that university that it is acting as your Tier 4 sponsor. No transfer of funds will be made if you transfer to any other type of institution.
- **Withdrawal to return home**
If unforeseen personal extenuating circumstances force you to return to your home country and you withdraw from the University, any partial refund due will be paid once you have provided satisfactory evidence as requested by the University of your circumstances as well as satisfactory evidence that you have returned to your home country and intend to remain there for at least the duration of your UK student visa.

11. Refund Policy

If you withdraw between four weeks after the start date of your programme and the end of your first semester a minimum of 50% of your tuition fees for the academic year are payable by you. If you withdraw after the end of your first semester, the full fees for the academic year are due.

12. Insurance for Loss of Deposit / Fee Payments

Please note that you should consider taking out insurance in advance of making any payment if you wish to insure yourself against unforeseen circumstances which may result in the loss of your deposit and any additional fee payments.

13. Payment by Sponsor

If you have arranged for your fees to be paid in whole or in part by a recognised governmental or commercial sponsor you must provide proof of the sponsorship on or before enrolment to the University's Finance Department. In the event of a sponsor defaulting on payment it is your responsibility to pay the fees. In such a case you would be advised in writing that the liability had passed to you. If your financial sponsor is not recognised by the University, they will be required to pay your deposit before the University will issue any Confirmation of Acceptance for Studies.

14. Handbook of Student Regulations

In addition to this Appendix please also refer to the Credit Control and Debt Management Policy in Northumbria University's Handbook of Student Regulations.