

# Terms and Conditions for SOAS

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## 1 Introduction and definitions

1.1 This document sets out the basis of the relationship between you and SOAS if you accept our offer of a place. It sets out the rights and responsibilities of SOAS and of you in relation to your studies at SOAS. SOAS is registered with and regulated by the Office for Students. If you accept an offer of a place from SOAS, you are protected by the Office for Students as regulator as well as consumer legislation.

1.2 We refer to this document as the 'Terms and Conditions'. The words 'SOAS', 'we', 'our', 'us' refer to SOAS University of London, Thornaugh Street, London WC1H 0XG. The words 'you' and 'your' refer to you as a prospective or registered student of SOAS. This document is the basis of our contract with you.

1.3 Other terms used in this document:

'Offer' means the offer by us to you of a place on a Programme of study, which may be subject to conditions of entry (such as your performance in examinations) as well as these terms and conditions.

'Programme' means the defined study route for which you have applied or are registered as a student, details of which will have been set out in information provided to you through our website and prospectus prior to your receiving an Offer.

'UCAS' means the Universities and Colleges Admissions Service, the organisation through which all applications for full-time undergraduate study in the UK must be made.

1.4 These terms and conditions apply to all undergraduate and postgraduate degree programmes.

1.5 It is very important that you read this document carefully before accepting any Offer from us. Accepting an Offer from us indicates your agreement to these Terms and Conditions. If you have any questions about your Offer or this agreement should contact [undergradadmissions@soas.ac.uk](mailto:undergradadmissions@soas.ac.uk), [mastersadmissions@soas.ac.uk](mailto:mastersadmissions@soas.ac.uk) or [dsadmissions@soas.ac.uk](mailto:dsadmissions@soas.ac.uk).

## 2 Accepting an offer of a place from SOAS

2.1 All Offers for entry will be made through the UCAS application system for full time undergraduate Programmes or directly by us for other Programmes.

2.2 SOAS will provide clear deadlines for supplying information and/or meeting the conditions of your Offer. We reserve the right to decline your place should you fail to adhere to these deadlines. Requests to change a Programme during the application stage or on arrival at SOAS are not guaranteed and are subject to availability and meeting the entry requirements for that specific Programme.

2.3 Places are only guaranteed if the exact terms of an Offer have been met. Alternative ways of meeting our entry requirements will only be guaranteed when advised in official correspondence from SOAS. SOAS reserves the right to amend or withdraw an Offer where it comes to our attention that you have taken or are taking more than one academic qualification that meets our entry requirements.

2.4 It is your responsibility to ensure that all of the information you provide to us is true and accurate. We may withdraw or amend any Offer if we discover that your application contains inaccurate information or omits key information. We reserve the right to report any applications we suspect are fraudulent to the UCAS verification unit, UKVI or other official body where appropriate.

2.5 You may be required to meet non-academic conditions of entry, such as undertaking and producing a satisfactory Disclosure and Barring Service (DBS) check.

2.6 International students must have a visa to study in the UK. If you require a visa, you must meet the sponsorship conditions required to have a Confirmation of Acceptance for Studies (CAS) issued by us. The CAS is a unique reference number which confirms that we have agreed to be your Tier 4 sponsor. Further information in relation to visas for international students can be found at: <https://www.soas.ac.uk/international/entry/>

2.7 If your first language is not English, the Offer may be conditional upon you passing an English language test. Further details about English language requirements can be found at: <https://www.soas.ac.uk/international/englishrequirements/>

2.8 If you have not fulfilled all the conditions of your Offer by the date specified, SOAS reserves the right to reject your application.

2.9 Any Offer that we make may be withdrawn or amended by giving you written notice at any time prior to your accepting the Offer.

### **3 Studying at SOAS**

3.1 In accepting an Offer, you are accepting SOAS' regulations and policies which, together with the Student Charter, apply to your Programme. In line with these terms and conditions (and any further terms set out in your Offer) and following enrolment, we will:

- deliver your Programme with reasonable skill and care and according to the description set out in the Programme Specification;
- make available appropriate infrastructure and facilities to support your learning. This includes your use of teaching and learning space and access to SOAS' library and IT facilities in accordance with relevant regulations;
- seek to promote a culture of accountability, dignity and respect for all, which is free from any form of harassment, bullying, discrimination and victimisation;

- provide informal and formal processes through which any concerns or complaints you may have about our services can be addressed.

3.2 We will assess your academic progress and, if you successfully complete your Programme and comply with the terms and conditions we will confer upon you an award in accordance with our regulations and policies and the specific requirements applying to the Programme you are studying. Failure to meet these requirements may lead to your studies being suspended or terminated or the application of other penalties (see in particular the [Academic Misconduct Policy](#)). SOAS' requirements extend to personal and professional conduct and you must abide by the Student [Code of Conduct](#). Serious breaches of the Code of Conduct may result in your being suspended, excluded or your studies at SOAS terminated. If SOAS believes that you are not fit to study and that you are a risk to yourself or to others, we may take action under our [Support to Study Procedure](#), which may result in suspending or terminating your studies.

3.3 Awards are usually conferred at the next available graduation ceremony. The School reserves the right to refuse entry to graduation in specific circumstances, such as where there has been a serious breach of the Student [Code of Conduct](#). This does not affect conferral of the award itself.

### **Your responsibilities as a SOAS student**

3.4 By accepting an Offer from SOAS, you are agreeing to:

- Follow SOAS' instructions and processes for enrolment;
- Pay your tuition fees and any other fees that are payable to SOAS on time (see section 4 below);
- Comply with SOAS' regulations and policies relevant to your Programme. Key documents and in particular any unusual or surprising terms are set out in section 7 below;
- Provide SOAS with information about you and your academic programme and ensure that this is accurate throughout your Programme with us.

3.5 You have a legal obligation to take reasonable care of yourself and all others who may be affected by your acts and omissions, and to co-operate with us to discharge our legal responsibilities for the health and safety of our staff, students and visitors.

3.6 If you are undertaking fieldwork or study abroad, you must comply with additional relevant policies and regulations, including those of the placement or study abroad provider.

3.7 If you are sponsored or seeking sponsorship under Tier 4 of the UK Visas and Immigration (UKVI) points-based system, you must tell us if your right to live and study in the UK changes at any time or if your visa status changes, runs out, or will run out before you are able to complete your Programme. Failure to meet ongoing conditions relating to visa sponsorship may result in your registration at SOAS being terminated.

3.8 Where a programme leads to professional registration, the relevant professional body may have additional requirements with which you must comply. SOAS has an obligation to disclose to such bodies any information deemed relevant to your future registration.

3.9 Should you wish to raise a complaint in relation to the application process please first consult the relevant information on the website: <https://www.soas.ac.uk/infocomp/admissions-process/>.

Should you wish to raise an appeal or complaint whilst on your Programme you should first consult the relevant process information on our website

<https://www.soas.ac.uk/students/complaints/>.

## 4 Financial information

4.1 By accepting our Offer, you agree to pay the annual Tuition Fees associated with the Programme set out in the [Fees Refund and Charging Policy](#) and your Offer. You are personally responsible for the fees, even if payment will be made by a third party such as Student Finance England (SFE), a relative or a sponsor.

4.2 In addition to your Tuition Fee, you may be required to pay additional fees to cover non-mandatory elements of your Programme, for example, the cost of travel to work experience/placements. If this is the case, you will be informed of the expected cost(s) prior to you enrolling on your Programme.

4.3 You should be aware that there will be other costs associated with your Programme that you will need to meet – for example, the purchase of books, photocopying and printing and in connection with graduation. You may also be liable for fines where you do not follow SOAS' regulations (for example, non-return of Library books).

4.4 Tuition Fees are reviewed annually and may be increased in line with inflation, prior to the start of each academic year, and subject to the fee cap set by the UK government. If a rise in the Tuition Fee becomes necessary, we will endeavour to inform you as soon as possible and we will explain the reason(s) for the increase. Any Tuition Fee increase will only be applied from the start of the next academic year.

4.5 If you withdraw from the Programme part way through the academic year, SOAS will recalculate your Tuition Fee as set out in the [Fees Refund and Charging Policy](#). If you are having problems paying Tuition Fees, or any other monies owing, it is essential that you contact SOAS as soon as possible to discuss any alternatives. If you do not comply with the [Fees Refund and Charging Policy](#), SOAS reserves the right to withdraw some or all of its services and/or suspend or ultimately terminate your Programme. SOAS reserves the right to engage an external debt collection company to chase outstanding debt and to add associated legal costs, once all other avenues for debt collection have been exhausted.

## 5 Changes to your Programme

5.1 We reserve the right to make changes to Programmes prior to enrolment (including after you have accepted our Offer) for one or more of the following reasons:

- to comply with external, professional, accrediting or other regulatory body requirements;
- to comply with a change to the law;
- to improve Programme quality.

5.2 In the event of such changes, we will inform you as soon as reasonably practicable.

5.3 We reserve the right to withdraw or suspend a Programme prior to enrolment (including after you have accepted our Offer) up to three months prior to the published start date of the Programme:

- due to withdrawal of relevant accreditation;
- to address concerns about the quality of the experience we will be able to deliver; or
- if, despite our best endeavours, there are insufficient numbers of suitable applicants or enrolled students.

5.4 If you have accepted our Offer and you are unhappy with the changes and you tell us that you wish to withdraw your application to the Programme as a result, or if we suspend or withdraw any Programme, we will use reasonable endeavours to provide a suitable alternative Programme within SOAS (for which tuition fees will be payable and relevant conditions must be met) or to assist you in finding a suitable alternative Programme at another higher education provider and will take steps to minimise any disruption which results from such a change.

5.5 If you withdraw your application, or if we suspend or withdraw your Programme at this point, we will refund any tuition fees or deposits you have paid subject to the provision set out in the [Fees Refund and Charging Policy](#).

5.6 We aim to limit the extent of changes to a Programme once you are enrolled, but we reserve the right to make variations to a Programme after your enrolment for the reasons set out in paragraphs 5.1 and 5.3 (above). Any proposed changes are scrutinised carefully by us to ensure that the quality of your Programme is maintained. We will explain to you why the changes are necessary and the impact on you and where the proposed changes are significant, they will be implemented in line with the provisions set out in our [Student Protection Plan](#).

5.7 We have the right to make reasonable adjustments to our regulations and policies from time to time and will inform you of these changes, drawing your attention to any unusual or surprising terms.

## 6 Important Legal Information

6.1 This section sets out important legal information that you should read carefully. These terms and conditions are governed by and interpreted under the laws of England and Wales. Any disputes which may arise out of or in connection with these terms and conditions, including their subject matter or formation, will be decided by the courts of England and Wales.

### ***Data Protection***

6.2 All personal information gathered and held by SOAS about you is treated with the care and confidentiality required by the General Data Protection Regulation (GDPR) and Data Protection Act 2018. By entering into this agreement with us and enrolling at SOAS, you consent to our holding and processing your personal data, including special categories of data (for example data concerning your race, ethnic origin, data about your health and wellbeing and sexual orientation). Our [Student Data Protection Statement](#) sets out the categories of student information that we collect, hold and share and the lawful basis on which we do this. You are responsible for reviewing this statement prior to accepting an Offer from us.

6.3 When you leave SOAS, we will retain some of your information to continue to provide services to you. We will provide you with information on how your information will be used and give you an opportunity to opt out of any communications.

### ***Termination of this agreement***

6.4 We reserve the right to terminate this agreement with you at any time by written notice and without liability if you have been found to be in material breach of these terms and conditions.

Examples of material breaches include:

- a. The provision of false, incomplete or misleading information in your application;
- b. Failing to meet, or (having met) no longer meet, any special requirements for your Programme (including acquiring a relevant criminal conviction, not meeting criteria set by relevant professional bodies or no longer having permission to stay in the UK);
- c. Failing to meet required academic standards under SOAS Regulations;
- d. Serious misconduct under the Student Code of Conduct;
- e. Non-payment of Tuition Fees by the dates specified;
- f. failure to enrol, or reenrol for further academic years of your Programme within specified timescales.

6.5 SOAS will always explain to you your right to appeal a decision made under any of the above rules.

6.6 This agreement will terminate automatically if you withdraw from the Programme or seek a transfer to another provider. SOAS will facilitate requests to transfer provided relevant permissions for sharing information have been given by you.

### ***Intellectual Property***

6.7 The ownership of intellectual property rights is subject to SOAS' [Intellectual Property Policy](#) which sets out our rules on the ownership, protection and commercialisation of intellectual property, including that created by students. You are subject to the Intellectual Property Policy whilst you are a student at SOAS.

### ***Liability and Insurance***

6.8 This section is drawn to your attention because it places certain restrictions on SOAS' potential liability to you.

6.9 We do not in any way exclude or limit our liability for death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or in any way breaking the terms for which liability cannot be limited or excluded, as under section 57 of the Consumer Rights Act 2015.

6.10 We do not accept any liability for losses that do not flow directly from breaches of our obligations under these terms and conditions. This is often referred to as indirect or consequential losses. Particular types of loss that SOAS does not accept liability for are loss of potential earnings (including delay in receipt of potential earnings); loss of opportunity and loss of profit.

6.11 SOAS does not accept responsibility for any loss or damage to your property. You are advised to arrange relevant insurance against damage or theft before coming to SOAS. In some circumstances (for example, overseas placement), you may need to take out other types of insurance cover. These are subject to change and will be advised as part of the Programme.

6.12 Subject to the above provisions, SOAS' total aggregate liability to you arising from or in connection with these terms and conditions shall in no circumstances exceed an amount

equivalent to twice the total tuition fees payable by you in connection with your Programme. This does not include any incidental costs such as the purchase of books or printing costs, for example.

6.13 Neither you nor we will be liable to the other for any failure or delay in complying with your or our obligations under these terms and conditions if the failure or delay is due to any cause outside your or our reasonable control, including government actions, war (whether declared or not), civil disturbance, terrorist attack or threat of terrorist attack, fire, natural disaster, extreme weather conditions, labour disputes, including disputes involving someone else's employees, and significant changes to our funding or government higher education policy. Should any such circumstance arise we will take all reasonable and proportionate steps to mitigate any adverse impact on you, and preserve continuation of your Programme as set out in our Student Protection Plan.

### ***Your cancellation rights***

6.14 If the agreement between you and us has been concluded off-premises or at a distance you may cancel the agreement without giving any reason within **14 days** from the day after you accept the Offer. If you do want to cancel, you should email [undergradadmissions@soas.ac.uk](mailto:undergradadmissions@soas.ac.uk), [mastersadmissions@soas.ac.uk](mailto:mastersadmissions@soas.ac.uk) or [dsadmissions@soas.ac.uk](mailto:dsadmissions@soas.ac.uk). If you cancel the agreement in this way, we will refund any deposit or fees paid by you to us in full as soon as reasonably possible and usually within 14 days. To comply with UK law, including money laundering regulations, any refunds will be made to the payer only, using the original payment method.

6.15 Upon enrolment, withdrawal within the first 14 days following enrolment will not incur any financial penalty. Please note, that for students holding a Tier 4 student visa this will result in the appropriate withdrawal report to the UKVI and visa curtailment.

6.16 This agreement is between SOAS and you. You may not assign or transfer it to a third party. A person who is not a party to this agreement (such as a third party responsible for the payment of some or all of your Tuition Fee) does not have any rights under or in connection with this agreement. We may transfer our rights and obligations under this agreement to another organisation. We will provide you with advance notice should such a transfer be proposed.

## **7 SOAS' Student Regulations**

7.1 The following summarises the key Regulations and Policies that apply to students at SOAS. It is important that you read and understand them as they form an important part of the terms and conditions that must be complied with:

<https://www.soas.ac.uk/registry/degreeregulations/>

Approved by Academic Board	New document	30.10.19
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