

Terms and conditions – International and EU (Student Route visa) status Applicants Entry in the 2023-2024 academic year

In addition to any conditions stated in your offer, the following terms and conditions apply to all offers of admission to full-time taught provision based at the University of Cumbria in the UK.

- 1** The offer of a place at the University of Cumbria is on the understanding that if you accept a place and register you will be required to agree to abide by and observe the University Student Charter and the University Academic Regulations, incorporating Academic Processes and Procedures. The Charter sets out the expectations and aspirations on both the University and its students to enable the University to uphold its mission and values in providing students with the environment to enhance their learning and student experience, and defines how the University and its students will work together to achieve this aim. The Academic Regulations formally document the principles by which the University must deliver its awards to students. The University's Academic Procedures and Processes provide more detailed arrangements for the practical operation of the Academic Regulations. The Charter and Regulations can be found at <https://my.cumbria.ac.uk/Student-Life/Your-Studies/Student-Charter/>. You should ensure that you read and understand these before accepting an offer of a place at the University.
- 2** Our offer will be sent to you directly from UCAS for undergraduate programmes or DfE Apply for postgraduate teacher training courses, or, for direct entry courses from the University. If you see any discrepancy in the offer from UCAS or DfE please contact us and we will investigate thoroughly.
- 3** Your place will only be confirmed if you are able to meet all the conditions of your offer or the University chooses to review your academic performance from the conditions originally set. All conditions of your offer must be met prior to the CAS deadline and by the latest 15 December for January courses, 18 August for September/October courses. Places will not normally be held after that date. You must provide the following information:
- 4 Evidence of qualifications**

You must provide evidence of the qualifications you have listed as having achieved on your application form. We ask you to provide original certificates. Please ensure that you have these available as we will need to check these at registration. If you are likely to have any difficulty in providing this information, please contact the admissions team for advice as soon as possible. If you are unable to provide the required evidence this will delay your registration onto your course and may ultimately lead to de-registration from the programme.
- 5 Right to Study/Right to Work Checks**

We have an obligation to check all students studying on campus and/or full-time courses have provided evidence of their right to study in the UK. You will be able to upload the evidence to your applicant portal. If you are studying a course that requires a DBS check then we also need to see the ORIGINAL of your right to work evidence. More information about acceptable evidence is available at www.cumbria.ac.uk/applicants. If you are entering the UK on a Student Route visa you will not be able to undertake this check until you arrive in the UK.

6 Criminal Background Checks (DBS Enhanced Disclosure)

For courses involving placement and/or access to children and vulnerable adults* we will ask you to submit a disclosure request with the DBS. The application is submitted through an online system to help you complete all the information we need and we will ask you to provide relevant identification in order to carry out the application procedure. For all courses there will be a charge incurred of approximately £60 which you will have to pay. It will be your responsibility to ensure you submit your application in good time to ensure that you have clearance before registration to allow you to go on placement. It is really important that all applicants read our information page www.cumbria.ac.uk/offer.

We direct you to an information page on our website. This is a very complex area; even if you think that you do not have anything you need to disclose to us, please make sure that you read the information before starting the DBS clearance process and if you are unsure of your position you should seek advice from the DBS Team. The University has a DBS clearance panel who will meet to review any cases requiring further discussion. The University DBS Background Clearance policy and procedures document can be found here: www.cumbria.ac.uk/offer.

As DBS checks can only cover time spent in the UK, applicants who have spent time outside the UK may need to obtain an overseas police check of some kind from the country/countries in which you are now living or have lived. This means a police or criminal records background check from outside the UK; these will be called something different according to the country. It is your responsibility to obtain the relevant overseas documentation and send it in to us.

7 Medical Clearance

For courses involving a placement and/or access to children and vulnerable adults* other than sport you will need medical clearance. You will be sent an email to complete an online questionnaire from the Occupational Health team who will undertake the assessment. You must complete this form as soon as directed to do so and prior to the start of your course. For healthcare courses you will be required to undertake a series of vaccinations to enable you to be fit for placement. It is your responsibility to ensure you attend relevant appointments to ensure you are clear prior to your first placement date. If Occupational Health requires additional information from you or a consultant, you will be responsible for any expenses incurred.

8 Courses with Placements; Details are provided on a pdf link at [Placements \(cumbria.ac.uk\)](http://Placements.cumbria.ac.uk) of the placement policy for your course. Please ensure you read this as it provides useful information on likely travel distance, financial support, codes of conduct.

PGCE University based: Details are provided on a pdf link of the placement policy for your course. Please ensure you read this as it provides useful information on likely travel distance, financial support, codes of conduct.

PGCE School Direct: Placements for School Direct courses are arranged by the alliance therefore this information will be provided directly by them.

9 By accepting an offer of a place as either your firm or insurance choice you are indicating that you accept and understand the conditions of your offer and you take responsibility for meeting these conditions by the timescales indicated.

10 Your offer of a place and subsequent registration are made on the basis that the information supplied in your application is true and complete and that you hold the qualifications you have listed on your application. The University reserves the right to withdraw an offer of a place or to terminate registration if information comes to

light that an applicant/student has given false information on their application or has omitted to declare information requested.

- 11** The University reserves the right to withdraw the offer of a place if your circumstances change after you have been made an offer which means that you no longer meet the programme's specific requirements (or UK Home Office if you require a points-based visa).
- 12** Applicants with any particular support needs or disabilities which may affect your ability to undertake all or part of the programme of study are advised to disclose these once a place is offered and discuss fully with Student Support staff and the relevant academic department where appropriate. The University will make every effort to make reasonable adjustments but may also withdraw or defer your place if, on medical advice, it is judged that you are not fit to attend University and start your studies.
- 13** The information provided to you prior to offer and should you accept it, prior to registration at the University is up to date and accurate to the best of the University's knowledge. The University will endeavour to limit variations, errors or omissions to publications and other materials. Where information changes we will inform and consult relevant groups as early as possible.
- 14** The University will make every effort to provide the teaching and academic facilities necessary for your programme of study. Some circumstances, such as staff changes, resource limitations and other factors over which the University has no control, such as industrial action or a change in the law or the level of demand for a particular programme or module (please note that this list is non-exhaustive), may result in the University having to withdraw or change aspects of the programmes, modules and/or student services detailed in the prospectus. This could include, but not necessarily be limited to, programme/module content, staffing, the location where the programme/module is taught or the manner of teaching delivery, and the facilities provided to deliver or support the programme.

Where circumstances demand an unavoidable change or where it is necessary for the University to discontinue a programme of study, the University will take all reasonable steps to minimise the effect and all proposed changes will be notified to potential applicants who have registered an interest in the relevant programme at the earliest possible opportunity as well as being reflected on the University's website www.cumbria.ac.uk. In addition, any changes between the website and the proposed course and services will be notified to applicants at the time of making an offer.

- 15** Neither you nor the University will be liable for inability or delay in performing any of your or their respective obligations if caused by circumstances beyond your or their responsible control including but not limited to, industrial action, strikes, lockouts, flood, earthquake, fire, extreme weather conditions, explosion, war, terrorist attack, technical or power failure.
- 16** The agreement between you and the university is governed by English law and subject to the exclusive jurisdiction of the English Courts.
- 17** As a student you are protected by Consumer Protection legislation, recently consolidated within the Consumer Rights Act 2015 (CRA), and these Terms and Conditions have been established in accordance with guidance on the implications of consumer legislation for Higher Education Institutions issued by the Competition and Markets Authority (CMA).

- 18** The University has an applicant appeals and complaints policy which is relevant in cases where an applicant has concerns about how their application was managed. There is also a Student Complaints Policy and Procedure which applies to registered students of the University.
- 19 Fee Status** The University of Cumbria has determined your fee status and your offer has been made to you on this basis.
- 20 Progression** If your offer comprises more than one stage, 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 full programme and obtain the relevant grades for progression to your target programme.

21 Visas and fee payment requirements

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 Student Route Visa bearing the University of Cumbria's Sponsor Licence Number prior to your registration. To apply for a Student Route Visa you will need a Confirmation of Acceptance for Studies (CAS) which you can request from us once you have accepted your offer, paid your deposit and met all academic and English language conditions.

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 you apply for a standard 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 Student Route Visa. Please refer to <https://www.gov.uk/apply-uk-visa> for details.

22 English Language

For the University to sponsor you with a CAS for your Student Route Visa application, the University needs to hold evidence that you have achieved the required level of English Language competency - as defined both by the University of Cumbria for entry to your course and by the Home Office for visa purposes. Please contact the Admissions office, or visit the Home Office website for further details <https://www.gov.uk/government/organisations/uk-visas-and-immigration>

23 Time under Student Route Visa

The Home Office have imposed a limit to the number of years a student can study in the UK on a Student Route Visa on undergraduate level; therefore, if you have previously studied in the UK (either on a Student Route Visa or the old Tier 4 Visa) it is advisable for you to check that you have enough time left under Student Route Visa to enable you to complete your course. Please check the Home Office website for further details.

24 Deferrals

Students who wish to defer their offer for entry to a later intake should do so before using their CAS (if one has been issued) and should request a new CAS for their deferred course.

Any CAS which has been used after a student has decided to defer will be withdrawn if the visa has not yet been granted. In cases where the visa has already been issued, the Home Office will be notified so the visa can be curtailed.

25 Registration and Attendance

At registration you must present a Student Route Visa or Vignette (followed by a Biometric Residency Permit) bearing the University of Cumbria's Sponsor Licence Number, or another type of visa which is recognised by the Home Office as valid for study in the UK. If you do not have a valid visa you will not be allowed to register and should seek advice from the Admissions Office. At registration you must also present your valid passport and your original qualification documents.

26 Home Office Compliance

As a Sponsor of Student Route 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 registration status and your attendance to the Home Office 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 engagement of all students and where engagement is deemed unsatisfactory, is obliged to report this to Home Office and other UK bodies. If you do not comply with the conditions of your visa, for example if you do not register at the University by the last permitted registration 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 PAd (Programme Administration).

27 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 directly. The University also reserves the right to pass information about your admissions and registration status and about your programme attendance to the intermediary which is referred to in your application.

28 Accepting Your Offer and Requesting a CAS

If you have received an offer directly from the University and wish to accept it, you must accept your place on your applicant portal within 14 days of the offer (or via UCAS/DfE if you have applied through this application route by the deadlines set by UCAS/DfE). You must also pay your deposit and send us your proof of payment. If you wish to request a Confirmation of Acceptance for Studies (CAS) in order to apply for a Student Route Visa to study at the University of Cumbria, you must indicate this on the Offer Acceptance Email 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 Home Office.

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.

29 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 CAS request to the Admissions Office by 19 August for Semester 1 entry (24 July for PGCE) and 16 December for Semester 2 entry (28 November for PGCE). If you accept your offer and/or request a CAS after these deadlines we cannot guarantee to issue a CAS for you in time to apply for your visa and may insist you apply via the fast-track service which will have a cost implication for you.

CAS are issued in the form of an email attachment which will show the key information which was submitted to UKVI 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 the UKVI 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. There is an administration fee of £50 for issuing a second CAS.

30 Deposit and Tuition Fees

Tuition fees for your programme(s) are stated in your offer letter for the Academic Year. International students are required to pay a non-refundable* deposit depending on their nationality. Students from UKVI "low risk" countries must pay £4000 of the annual tuition fees while students from UKVI "high risk" countries must pay 50% of the annual tuition fees as a deposit and before a Confirmation of Acceptance for Studies can be issued for visa purposes. Your offer email will indicate which category is applicable to you.

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**
- B) Your tuition fees are paid by a Sponsor which is recognised by the University.
- C) You are an Erasmus Mundus or Study Abroad exchange student that is not paying tuition fees directly to UoC.
- D) You are on a Chevening Scholarship

31 Paying Fees on Time

If you are unable to pay your fees by the due date, unfortunately you face being excluded from the University and the University will be obliged to report your non-attendance to the UKVI. 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.

32 Late Arrival

Students should aim to arrive at the University in time to attend their registration session. Students who for unavoidable reasons cannot arrive in time for their registration session or for the start date of their course indicated in their offer letter must contact UoC to discuss their circumstances; if you find yourself in this situation and if your CAS letter does not state a specific last registration date please contact the UKVI Compliance team. Students will not be allowed to register after the last registration date and any student unable to register by this date should not travel to the UK.

33 Important Personal Details

It is essential that you provide your personal email address, 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 registration and admission and the Confirmation of Acceptance for Studies is sent to the applicants personal email address. We also require you to send us a copy of any previous visas you have obtained for the purpose of any previous study overseas along with the Immigration History Form.

34 Withdrawal, Suspension, Internal Transfer 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 the university website. The University does not allow students to defer their place once they have arrived in the UK.

35 Payment Terms

Please refer to the PDF version of Student Financial Regulations at www.cumbria.ac.uk/offer which outlines how fees will be charged and when payments are expected. It also includes information on how fee rates change over time. Also included on these web pages is reference to any additional costs you are likely to incur on your course. You will be responsible for your own living expenses once on course and travel costs to and from campus.

34.1. Your tuition fees are payable as follows:

Deposit Payment :

Students from UKVI “low risk” countries: £4000 of annual tuition fees payable on accepting your offer.

Students from UKVI “high risk” countries: 50% of annual tuition fees payable on accepting your offer.

Pre-sessional English Programmes

Tuition fees for the Pre-sessional English Programme are payable in full prior to a CAS being issued.

All programmes except Pre-sessional English

Students from UKVI “low risk” countries: 50% of the annual tuition fee is due at registration - minus any fees you have already paid for the programme in advance.

Students from UKVI “high risk” countries: 50% of the annual tuition fee is due at registration - minus any fees you have already paid for the programme in advance.

Final Instalment for students (all programmes except Pre-sessional English)

☒ For entry to Semester 1 the remaining fees for your programme must be paid by 2 January ☒

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

34.2. 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 registration and visa application;
- 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 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.

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

When paying your tuition fees please deduct the following amount from your payment if you qualify for them:

- Scholarship – only for students who have already received a letter confirming a scholarship award for the same academic year.

34.4. Late Payment

If you are unable to pay your fees by the due date, unfortunately we reserve the right to exclude you from the University permanently and you will not be allowed to re-join the programme even if your fees are paid in full. The University will be obliged to report you to the UKVI for non-engagement 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.

34.5. Deposit Conditions

34.5.1. Deposit Refunds

Once you have paid your 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 University of Cumbria 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 or mistakes/omissions on the application form.

If the University decides there is good reason to return a deposit, the refund will be subject to an administrative fee of £500. The administrative fee will not be charged if:


- The University has made an error that results in visa refusal;
- The University withdraws the CAS before the visa is issued, e.g. if it is considered there is insufficient time for a student to obtain a visa and arrive for the start of the course, or we are privy to additional information that suggests your visa will not be granted that you have withheld from the university.
- The University withdraws the programme of study that the student is planning to join.

If the UKVI has made an error in its decision to award a visa, an 'administrative review' must be requested. In this case, the University will consider a request for a refund but reserves the right to deny a refund based on the outcome of the review

34.5.2. 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.

34.5.3. Circumstances where a deposit will not be refunded

In all other circumstances, including in the following situations, no refund of the deposit will be made:  If you do not apply for a visa to study at the University of Cumbria;

- 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 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 deposit.

34.5.4. 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.

34.5.5. Failure to register at the University of Cumbria

If you have obtained a Student Route Visa using a University of Cumbria Confirmation of Acceptance for Studies (CAS) but you do not register at the University in the semester for which your offer is valid, or if you register 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 as indicated below:

☒ **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.

34.6. 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.

34.7. 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 registration 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.

35. Accommodation We guarantee on campus accommodation for the first year of your course, and recommend this for your first year.

However, should you wish to live off campus you must live within a 1 hour travel distance of the campus you are studying at for all years of study.