

Student Terms and Conditions

1. Introduction

You should read this document carefully.

It contains important information about your contract with SOAS, including about: the rules that apply to your conduct, behaviour and use of SOAS services, the circumstances when your studies at the SOAS may be suspended or terminated, and how changes might have to be made to teaching or services in certain circumstances.

We refer to this document as the 'Terms and Conditions'. The words 'SOAS', 'we', 'our', 'us' refer to SOAS University of London, Thornhaugh Street, London WC1H 0XG. The words 'you' and 'your' refer to you as a prospective or enrolled student of SOAS. You can find the definitions of other terms used in this document in the table below.

These Terms and Conditions apply to all Foundation College programmes, undergraduate programmes, postgraduate taught programmes, and postgraduate research programmes.

By accepting our Offer of a place on a Programme you accept these Terms and Conditions in full which together with:

- your Offer;
- your Programme Information;
- our General and Admissions Regulations; and
- our Policies and Procedures

form the legal contract between you and SOAS in relation to your Programme, (the contract).

It is therefore very important that you read these Terms and Conditions carefully before accepting your Offer from us as they form part of your contract with us.

You should read and familiarise yourself with the following important Policies and Procedures which also form part of your contract with us. In particular:

- Admissions policy;
- General and Admissions Regulations;
- Tuition fees policy and Fee refund and Charging Policy;

- Confirmation of Acceptance for Studies (CAS) Issuance Policy (for students requiring a student visa only);
- Taught Degree Regulations and Research Degree Regulations (as appropriate for programme of study);
- Student Protection Plan;
- SOAS Code of Conduct;
- Dignity and Respect Policy;
- Student Disciplinary Procedure;
- Student Complaints Procedure; and
- Data Protection Policy.

We are aware that the Policies and Procedures are detailed and that there are a number of documents. This reflects the many different ways in which you may interact with the SOAS environment. Some of the more important Policies and Procedures are set out above and at Schedule 1 (including a summary of what the most important ones cover). When you commence your studies at SOAS, you will become a member of our community for the duration of your studies, which (depending on the length of your course) can extend for a number of years. As a member of our community, there are wide-ranging ways in which you will engage with SOAS and other members of the community and therefore, there are other Policies and Procedures which explain what you can expect from SOAS and what we expect from you as part of your contract. These are set out at Schedule 1. There is a direct link to the relevant page of the SOAS website at Schedule 1 where you can find the Policies and Procedures and read them in full.

Your contract with us is created once you accept the Offer and by accepting the Offer you are also accepting these Terms and Conditions.

If you do not understand anything in these Terms and Conditions or you have any questions, you should contact the Academic Registrar.

To help you understand these Terms and Conditions we have set out what some of the terms used mean below:

"SOAS", "we", "us" and "our" refers to the School of Oriental and African Studies (otherwise known as SOAS University of London) of Thornhaugh Street, Russell Square, London, WC1H 0XG, United Kingdom;

"Offer" means the written offer by us to you of a place on a Programme of study, subject to these Terms and Conditions and any relevant conditions of entry (such as your performance in examinations);

"Policies and Procedures" means all our rules, policies procedures and other regulations in force from time to time that are relevant to your Programme, which form part of your contract with us and are set out at Schedule 1, updated copies of which are made available to you on our website or otherwise provided to you;

"Programme" means the programme of study described in your Offer;

"Programme Information" means, subject to these Terms and Conditions, the description of the Programme set out on our website as at the date you accept your Offer and the Programme information sheet provided with your Offer (if applicable);

"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;

"UK" means the United Kingdom;

"UKVI" means UK Visas and Immigration;

"you" and **"your"** means you the student or applicant.

2. Application to SOAS and Your Offer from SOAS

SOAS' Admissions Policy sets out our framework for applying to and being admitted to SOAS.

Your place will be subject to meeting any offer conditions. We will set out the conditions in your Offer which you need to fulfil in order to be admitted onto your Programme.

It is your responsibility to ensure that you have the necessary immigration permission and the necessary visa to enable you to study in the UK for the entire duration of your Programme if required. Immigration and visa requirements are set out in section 3 below. You might be required to meet non-academic conditions of entry, such as undertaking and producing a satisfactory criminal records check. We will tell you about these when we make you your Offer.

If your first language is not English, your Offer may be conditional upon you passing an English language test. Please note – any extra expense incurred in taking English tests will be your responsibility.

We 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.

If you request to change to an alternative programme, either during the application stage or on arrival at SOAS, we cannot guarantee that you will be offered a place onto the new programme. You can make this request, via the admissions team, but any new offers will be subject to availability and you meeting the entry requirements for the new programme.

SOA only guarantees your place on your Programme if the exact terms of your Offer have been met. Alternative ways of meeting our entry requirements will only be guaranteed when advised in official correspondence from SOAS.

It is your responsibility to ensure that all of the information you provide to us is true and accurate. We may withdraw or amend your 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.

We may withdraw or amend your Offer at any time prior to you accepting it by giving you written notice.

3. Immigration and Visa Requirements

SOAS is an officially recognised student visa sponsor with UKVI. The UK employs a points-based immigration system based on visa sponsorship.

A student visa is granted for studying in the UK, and the student sponsor is the educational institution where the student will study. This visa is issued for a specific full-time programme at that institution.

To comply with SOAS' responsibilities as a student sponsor, all enrolled students, (except online learning students – see following paragraph) must possess the necessary immigration permission to study in the UK for the entire duration of their Programme. If you do not meet this requirement it may result in us withdrawing your Offer, refusing to enrol you or, if you are an enrolled student with SOAS we may terminate your enrolment with us.

Online learning students do not require a student visa as there is no requirement for them to be located at the SOAS campus in London.

If you require a visa to study at SOAS you must:

- obtain the appropriate visa before starting your Programme;
- abide by the terms and conditions of your visa throughout the duration of your Programme; and
- maintain appropriate immigration permission for the duration of your Programme.

If you fail to do any of these things we may withdraw you from your Programme and terminate our contract with you (see section 7.2).

If you require sponsorship under the student route, you can request a Confirmation of Acceptance for Studies (CAS), (which is required in order to obtain a student route visa), once you have accepted your Offer and all academic and English language conditions relating to your Offer have been met. We will assess your eligibility and may issue you a CAS, but we are under no legal obligation to do so.

We are not liable for any costs you incur in respect of your compliance with all immigration and visa requirements in connection with your studies at SOAS.

Sponsored Visa Students

As a student sponsor SOAS is able to sponsor students under the student route to study in the UK. SOAS only sponsors visas for new students studying on a full-time basis.

As part of the registration process, and to guarantee ongoing visa sponsorship, if you have a student route visa you will be required to:

- provide evidence of immigration status, as required;
- provide UK contact details (including UK address and email address) and any other relevant information that we request;
- comply with any work restrictions of their visa; and
- adhere to all engagement monitoring requirements at SOAS.

You must also tell us immediately about any significant changes in your circumstances such as changes to your personal details or immigration status, if your visa runs out, or is expected to run out before you can complete your Programme.

Please note that if you are a sponsored student we are obligated to report to UKVI if you:

- fail to enrol for your Programme;
- are absent from your Programme without permission;
- withdraw from SOAS for any reason (including on a temporary basis);
- change your course of study; and/or
- breach the conditions of your visa (for example, the restrictions on working in the UK).

Failure to meet ongoing conditions relating to your visa sponsorship may result in your contract with SOAS being terminated under section 7.2, and your enrolment as a student with SOAS being cancelled and the cancellation of your student visa which will affect your ability to remain in the UK.

By accepting these Terms and Conditions, you expressly consent to permit SOAS to contact the Home Office on your behalf and for the Home Office to release information to SOAS.

4. Cancelling Your Contract

4.1. Cancellation by You During 14-day Cancellation Period

If for any reason you change your mind about joining SOAS after you have accepted the Offer (which is the point when your contract with SOAS is formed) you have a legal right to cancel your contract for a period of 14 days starting on the day after you accepted the Offer (the **Cancellation Period**).

You must notify us of your decision to cancel in writing before the Cancellation Period has expired. You can do this by:

- sending an email to the relevant SOAS admissions office as follows:
 - Undergraduate programmes - undergradadmissions@soas.ac.uk.
 - Masters programmes - mastersadmissions@soas.ac.uk or
 - PhD programmes - dsadmissions@soas.ac.uk; or

- by using the model cancellation form at the final page of these Terms and Conditions (which is legally what we have to make available to you but you do not have to use this cancellation form).

If your application was made through UCAS you will, in addition to notifying SOAS of your decision to cancel your contract, need to use the cancellation process provided by UCAS and comply with UCAS terms and conditions. Your UCAS offer letter should contain cancellation instructions.

If you cancel your contract within the Cancellation Period you are entitled to a refund of any payments received from you in respect of the cancelled contract. We will refund any sums due to you using the same method as you used to make the initial payment/s unless you have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement (except for exchange rate differences).

We will make any refunds due to you as soon as reasonably possible.

4.2. Cancellation by You at Any Time After the 14-day Cancellation Period

You may cancel your contract with us in any one or more of the following circumstances:

- if between accepting your Offer and starting your Programme you withdraw your acceptance of your Offer (even if that withdrawal is after the 14-day period set out at section 4.1 above);
- if you do not enrol or re-enrol with SOAS within the relevant timescales provided by us;
- if you withdraw permanently from your Programme at any time; or
- if any of the circumstances in section 7.4.4 apply.

Depending on when you cancel your contract with us (in particular whether it is before or after enrolment) you may be obliged to pay a proportion of your Tuition Fees in accordance with the Tuition Fees Policy together with any other monies which you may owe to SOAS.

Should you terminate your contract with us under section 7.4.4 you will have no liability for the next or subsequent academic semesters and you may be entitled to a full or partial refund of tuition fees you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Student Protection Plan).

If you hold a student visa and cancel your contract with us this we will need to notify UK UKVI which will result in serious legal consequences for you under UK immigration law, affecting your ability to remain in the UK lawfully.

Our rights to cancel your contract with us are set out at section 7.2.

Separate to your cancellation rights set out above your ability to withdraw from or interrupt your participation in your Programme is set out in the Policies and Procedures in particular in section 13 of the General and Admissions Regulations.

If you interrupt your participation in your Programme, SOAS' obligations to you will be suspended for the full duration of that interruption.

5. What You Can Expect From SOAS

SOAS is committed to delivering a challenging learning experience to help you achieve your full potential. By prioritising student needs, we aim to provide excellence in teaching and research while enhancing the overall student experience. We seek to foster a sense of inclusiveness, collegiality, and community. Our goal is to produce versatile graduates equipped with the confidence to apply their knowledge for the benefit of society.

Subject to your contract with SOAS and the fact that you have enrolled or re-enrolled for each subsequent period of study (where applicable), we will:

- deliver your Programme with reasonable care and skill and according to the description set out in your Programme specification according to your year of entry;
- make available appropriate infrastructure and facilities to support your learning. This includes your use of teaching and learning spaces (digital and on campus) and access to SOAS' library and IT facilities, in accordance with the relevant policies; and
- provide informal and formal processes through which any concerns or complaints you may have about our services can be addressed.

We will assess your academic progress, and if you successfully complete your Programme, we will confer upon you an award in accordance with our regulations and the specific requirements applying to your Programme.

If you are eligible to receive the relevant award for your Programme we will provide you with the opportunity to attend a graduation ceremony.

Our commitments to you under this section are subject to your contract with us as a whole including these Terms and Conditions and the Policies and Procedures, which also impose obligations on you as a member of our community.

5.1. Changes to Your Contract with SOAS (including changes to your Programme)

Whilst we will always try and minimise making changes to your contract (including changes to the services we provide to you and/or your Programme), there may be times where changes are needed.

This section describes the circumstances when we can make changes, as well as providing you with further information about what we will do where we look to make such changes.

5.1.1. Changes to information before you accept your Offer

If any information that we may have given to you at the time you were researching SOAS and making an application for your Programme changes by the time you

receive your Offer from SOAS, we will update our website as soon as we can and highlight details of those changes in the offer letter.

By accepting your Offer, you will be confirming that you are accepting your Offer on the basis of the changes documented in your offer letter and shown on our website. Examples of changes that we may make at this stage could include the following:

- changes made in response to feedback from students and/or external examiners;
- unavoidable changes in our academic or student support staff;
- where we advised that the course was subject to minimum enrolment numbers at the time we advertised the course, if there are, by the cut-off date notified to you, insufficient student numbers to make the course viable, we may need to combine, or make other alterations to a course;
- where we advised that the course was subject to approval/accreditation at the time we advertised the course, if approval/accreditation has not been obtained by the date of your Offer, we may need to combine, or alter a course;
- changes that are required by law and/or as a result of a regulatory requirement that, as a provider of educational services, we are required to comply with;
- changes that are required by a statutory, regulatory and/or professional body and/or other regulator;
- reasonable changes to the content and teaching provided on the Programme, which will be set out in the Offer;
- changes considered by us to be reasonably necessary to preserve the health and safety of students and/or members of staff.

5.1.2. Changes after you have entered into your contract with us

We are always looking to improve and enhance students' experience with us and we will engage in dialogue with our students throughout their studies, as well as with our teaching staff, and will actively seek feedback from these groups about how we can improve our service delivery to our students. In the instance that changes need to be made, we will endeavour to consult with students, staff and the SOAS Students' Union to provide information about any changes that may be made, and seek input from you about the changes.

The circumstances that we describe in this section are not the only ones that may arise during your studies with us, but will give you some context as to when we may need to amend your contract (including the services provided to you and your Programme). The section below provides you with illustrative examples of the type of changes that may arise as a result of the reasons set out in this section.

Examples of when we can make changes to your contract

We can make changes to your contract, according to the processes for minor and major changes set out below (including to the services provided to you and/or your Programme):

- to reflect changes in the law and/or professional, regulatory and/or statutory body and/or UKVI requirements;
- as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
- to comply with any requirement set by the Office for Students and/or any other regulatory body;
- to comply with accrediting body requirements;
- to deal with unavoidable changes in our academic and/or support staff;
- to address and/or to take steps in response to a security threat;
- to incorporate sector good practice guidance;
- in light of student feedback and/or external examiners' feedback;
- to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
- to ensure that the minimum enrolment numbers for your Programme are met;
- because an external professional body has withdrawn relevant accreditations for all, or part of a programme;
- to reflect changes made by a collaborative partner and/or the requirements of a collaborative partner; or
- to preserve the health and safety of students and/or members of staff, and to implement public health guidance.

What type of changes may be made?

The circumstances presented in the section above may result in a number of different changes being made by us. We have set out in this section some examples of these changes and, to help you understand what they may mean for you in practice, we have done this by referring to those examples using the headings "major changes" and "minor changes". The provisions of this section will apply depending on the type of change that is anticipated at the time.

Minor Changes (non-exhaustive list of examples)

- reasonable changes to the timetable for delivery of your Programme;
- reasonable changes to the number of classes/lectures and other teaching activity relating to your Programme;
- reasonable changes to the methods by which your Programme is delivered and/or assessed;
- reasonable changes to the content and syllabus of your Programme;
- changes to the location of your Programme teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised by us;

- additions and/or withdrawals of certain non-core modules on your Programme, such withdrawals will be limited to those modules that were always described as not being guaranteed;
- changes to reading lists to ensure your Programme remains as up to date as possible.

Major Changes (non-exhaustive list of examples)

- changes to the way that we teach (including whether teaching will be in person, online, or a mix of blended learning), supervise and/or assess your Programme to ensure that we are continuing to provide your Programme to you lawfully and in accordance with relevant Government guidance; safely; and/or in accordance with academic standards and quality;
- significant changes to the number of classes/lectures and other teaching activity relating to your Programme;
- significant changes to the methods by which your Programme is delivered and/or assessed;
- significant changes to the content and syllabus of your Programme;
- significant changes to the location or specification of your Programme teaching facilities, which could include moving teaching facilities to a different campus or a location that is not located near the original delivery campus;
- changing our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us.

5.1.3. Pre-commencement of your Programme

In the cases of both minor and major changes, we will write to you and explain the actions we propose to take and the impact they are anticipated to have on you. In the case of minor changes, you will be deemed to have accepted these if you subsequently proceed to enrol on your Programme. In the case of major changes, we will seek your express agreement to the changes.

There may be times where we need to discontinue your Programme or decide not to provide your Programme, or to merge or combine your Programme with other programmes of study. This will only be done if such action is reasonably considered to be necessary by us.

If we decide to take such action prior to your Programme commencing, then we will use reasonable endeavours to notify you in advance and you shall be entitled to cancel your contract with us by written notice to us. In these circumstances you will be entitled to a refund of any deposit/fees which you have paid to SOAS.

5.2. How We Will Tell You About Changes to Your Contract Once You Are on Your Programme

For minor changes, the Programme Lead will notify you of these changes normally through the Virtual Learning Environment – Moodle and/or via email, by providing you with as much notice as is in our view appropriate in the circumstances.

For major changes, before implementing any such change, we will consult with you in accordance with our current student consultation policy to seek your views on the changes/proposals and any potential alternatives or steps to minimise the impact on you. Changes which are to your benefit will not normally be "substantial". The Programme Lead will notify you of major changes normally through the Virtual Learning Environment – Moodle and/or via email, and in some instances this may also be formally in writing by providing you with as much notice as is in our view as possible, and in any event, generally no later than one semester's notice before we are due to make the relevant change. If you do not agree to the changes you shall be entitled to cancel your contract with us by written notice to us.

5.3. Student Protection Plan

We are required by the Office for Students to maintain a Student Protection Plan and a policy on refunds and compensation. The Student Protection Plan includes an assessment of risks to continuity of study and identifies the mitigation measures we have implemented. The policy on refunds and compensation identifies our approach to refunds/compensation in the circumstances described in the policy where we are unable to provide continuity of study.

6. Your Rights and Your Responsibilities

By accepting an Offer to study at 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 6.1 below);
- Comply with your contract with SOAS including these Terms and Conditions and the Policies and Procedures (set out at Schedule 1);
- Provide SOAS with information about you and your academic progress to validate how you have met the conditions of your Offer;
- Keep your personal details up to date throughout your studies with SOAS;
- Maintain and evidence an immigration status throughout your studies with SOAS that entitles you to undertake your Programme, if relevant;
- Adhere to the conditions of your UK immigration permissions (visa), if relevant;
- Fulfil the academic requirements of your Programme, including but not limited to, attending lectures and seminars as outlined in your timetable, submitting coursework and other assignments and attendance at examinations.
- Take reasonable care of yourself and all others who may be affected by your acts and omissions and co-operate in enabling SOAS to discharge its legal duties with regard to health and safety.

If you breach any of the Policies and Procedures, we will take appropriate action as outlined in the relevant document.

In particular you must comply with the Academic Misconduct Policy, SOAS' Code of Conduct and the Dignity and Respect policy. These documents outline the

actions to be taken in relation to any academic or non-academic misconduct at SOAS. Serious breaches of these policies may result in you being suspended, excluded, or your studies at SOAS being terminated.

If we believe that you are not fit to continue with your studies with us or that you may be a risk to yourself or others we may take action under our Support to Study Policy.

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.

Where your 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. If this applies to you, it will be included in your Offer and will be outlined on the programme pages on our website.

6.1. Your Tuition Fees and Other Financial Information

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

The SOAS Tuition Fees Policy sets out how you can pay your Tuition Fees.

If any fees remain outstanding after the due date for payment set out in your Offer, we will send you a written notification requesting that you make payment by a set date. If you fail to pay by the date included in the notification, you are at risk of being withdrawn from your Programme.

If SOAS is sponsoring your student visa, we are obligated to notify UKVI to inform them that you have stopped studying with us and this will affect your immigration status.

In addition to your Tuition Fees, 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.

You should also be aware that there may 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.

SOAS determines whether the UK or overseas rate of Tuition Fees should be charged in accordance with the Education (Fees and Awards) (England) Regulations 2007 and subsequent amendments. The onus is on individual students to satisfy SOAS that they meet the criteria to be classified as home status for the purpose of fees.

Tuition fees are reviewed annually by us and we reserve the right to increase tuition fees each year to reflect changes in costs in delivering your Programme, improving the educational services we provide to you and any changes in government policy or regulation.

The following applies:

- Tuition fees for undergraduate students with home fee status are regulated by the UK Government. Any fee increase, if you are an undergraduate student with home fee status, will be in line with the cap permitted by the UK Government.
- Tuition fees for students at all study levels with overseas fee status may be subject to an annual increase which shall not exceed 5% each year or the Consumer Price Index (CPI) if higher.

If we apply tuition fee increases and you are affected we will seek to give you 6 months written notice before the start of the academic year in which the tuition fee increase will apply. However, where there are external factors beyond our control this may not be possible. In all circumstances you will be given written notice of no less than 3 months before the start of the academic year to which the tuition fee increase is intended to apply.

If you withdraw from your 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 your Tuition Fee, or any other monies owing to SOAS, it is essential that you contact SOAS as soon as possible.

The Tuition Fees Policy sets out what happens if you pay your Tuition Fees late or fail to pay. If you fail to pay your Tuition Fees you are at risk of being withdrawn from your Programme and may not be permitted to re-enrol for subsequent years of study or graduate depending on your individual circumstances.

6.2. Complaints

SOAS has an established Student Complaints Procedure. Once you become a student with us you should use this procedure to raise any complaints in relation to academic and non-academic concerns. You are advised to try to resolve any concerns through informal discussions in the first instance, where it is appropriate to do so.

You can find information on the Student Complaint Procedures on the website: <https://www.soas.ac.uk/about/governance/information-compliance/making-complaint>

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>

7. Important Legal Information

This section sets out other important legal information that you should read carefully.

7.1. Data Protection

SOAS will receive personal data from you in various ways both before and during your period of study at SOAS and further information relating to you will be generated while you are studying with us. This may include special category or criminal convictions data under data protection legislation (the General Data Protection Regulations (Regulation (EU) 2016/679) as implemented by the Data Protection Act 2018 (as amended)).

Your personal data (including any special category personal data) will be held by SOAS and may be used by us to enable us to fulfil our responsibilities to you.

By accepting an Offer from SOAS, you agree to us processing your personal data as set out in the SOAS Data Protection Policy which can be found on our website: <https://www.soas.ac.uk/about/governance/information-compliance/data-protection/data-protection-policy>

7.2. Suspension and Termination of Your Contract by Us

We may suspend your contract with us and consequently our obligations to you, if permitted by and in accordance with these Terms and Conditions and/or any of the Policies and Procedures, for example if you are suspended from your studies under our student disciplinary procedure.

SOAS will at all times operate fair processes, in accordance with its Policies and Procedures. There are a number of ways that may lead SOAS to terminate your contract, in accordance with those Policies and Procedures, including those set out below. In such circumstances, you will receive written notice that your contract has been terminated.

- If you fail to pay any Tuition Fees in accordance with the Tuition Fees Policy and within the deadlines outlined in your invoices;
- It has been determined, in accordance with the Admissions Policy that you do not or you cease to meet any of the conditions specified in your Offer at any time;
- it has been determined, in accordance with the Admissions Policy that you have failed to meet or no longer meet the entry requirements for your Programme (including by way of us discovering that you have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);
- if you have failed to meet the requirements of your Programme or fail to make sufficient academic progress, as set out and determined according to the Policies and Procedures (including, without limitation, in respect of your attendance or academic results);

- if you fail to comply with conditions associated with your immigration status including immigration permission to study in the UK;
- if your continued enrolment with SOAS places us in breach of any of our legal obligations including under UK immigration law;
- if you breach an important term of your contract with us or any of the Policies and Procedures and either that breach is not capable of being corrected, or where that breach is capable of being corrected you do not correct it within a reasonable period of time of being asked to by SOAS in writing; or
- if you repeatedly breach your contract with us in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to or comply with your contract with us. For example, where it has been found that you have repeatedly breached the Code of Conduct and it is determined that the sanction applied results in the termination of your student registration.

If we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Programme to you, we will follow the provisions of our Student Protection Plan.

SOAS will always explain to you your right to appeal a decision made under any of the Policies and Procedures.

If you are permanently excluded from SOAS, your contract with us shall automatically end with effect from the date of your permanent exclusion.

If we cancel your contract with us, or your contract with us is otherwise terminated, you will remain liable for any outstanding Tuition Fees and other monies which you may owe to SOAS.

7.3. Intellectual Property

SOAS' Intellectual Property Policy sets out our rules on the ownership, protection and commercialisation of intellectual property, including that created by you as a student. You are subject to the Intellectual Property Policy whilst you are a student at SOAS.

7.4. Limiting SOAS' Liability to You

7.4.1. What we are responsible to you for

If we fail to comply with our obligations under your contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of your contract with us or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into your contract.

7.4.2. What we are not responsible to you for

We will not be responsible to you for any of the following, (unless we have been negligent):

- loss of or damage to your property including damage to or theft of vehicles and bicycles parked on SOAS property or damage to or theft of computer equipment (including infection with a computer virus);
- the loss or non-return of work submitted for assessment;
- injury arising from voluntary sporting activity/ies;
- personal injury or death except if caused by our negligence or the negligence of our employees, agents or subcontractors;
- loss of earnings, loss of opportunity and loss of income or profit, however arising;
- loss of your data
- any loss as a result of cyber fraud.

7.4.3. We do not exclude or limit in any way our liability for these areas

We will not, in any circumstances seek to limit or exclude our liability:

- for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- for fraud or fraudulent misrepresentation; or
- for any other liability which we are not permitted to limit or exclude by law.

7.4.4. Events outside our control

We will not be liable to you for any failure or delay, or for the consequences of any failure or delay, in performance of our contract with you if it is due to any event beyond our reasonable control which we could not have foreseen or prevented (even if we had taken reasonable care) as long as we have taken reasonable and proportionate steps to mitigate the impact of these events. Such events include, but are not limited to:

- pandemic, epidemic, quarantine or widespread illness (whether affecting our staff and/or students or otherwise);
- governmental requisitioning, restrictions imposed by government or public authorities, emergency planning or provision;
- strikes and other industrial action by non-SOAS staff;
- cyber attack;
- war, protests, fire, explosion, severe weather including flood, storm, tempest;
- an actual, suspected or threatened act of terrorism;
- riot;
- civil commotion;
- national emergencies;
- failure of public utilities or transport systems/networks.

The events listed above are rare and we would normally expect such events to be short term. We shall take all reasonable and proportionate steps to mitigate the effect of any such event on your Programme and the performance of our obligations and such mitigations may include without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.

If an event or events results in the complete inability to deliver your Programme for a continued period of six weeks or more then you will be entitled to:

- a) defer your Programme, if you have not yet enrolled on to your Programme;
- b) interrupt your studies (in accordance with the [insert policy that governs interruption of study] if you are currently enrolled on your Programme; or
- c) withdraw from SOAS and terminate your contract with us with immediate effect by sending us written notice to records@soas.ac.uk.

Should you terminate your contract under this section 7.4.4 you will have no liability for tuition fees for the next or subsequent academic semesters and you may be entitled to a full or partial refund of tuition fees you have already paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Student Protection Plan and our Tuition Fees Policy).

Where you terminate your contract with us under this section 7.4.4 you may be entitled to compensation pursuant to our Student Protection Plan and this will be considered on a case-by-case basis.

You should consider your options carefully before terminating your contract, for example whether you are able to transfer any existing academic credits to an alternative programme at SOAS or an alternative higher education institution.

7.5. General

Your contract with SOAS is governed by and construed in accordance with English Law. You and we both agree that the English courts have exclusive jurisdiction to deal with any dispute arising out of or in connection them.

Your contract is with SOAS and you may not assign or transfer to any third party. A person who is not a party to your contract with SOAS (such as a third party responsible for the payment of some or all of your tuition fees) does not have any rights under or in connection with this contract and shall not be entitled to make any claim in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

We may transfer our rights and obligations under this contract to another organisation. We will provide you with advance notice should such a transfer be proposed.

In the event that there is any conflict between a provision in these Terms and Conditions and the other documents forming part of your contract with SOAS, these Terms and Conditions shall take precedence.

Each of the provisions of your contract with us including the provisions of these Terms and Conditions is separate and severable. Accordingly, if any court or body or authority of competent jurisdiction finds any such provision to be illegal, unlawful, void or unenforceable this will not affect the remainder of those provisions which will continue in full force and effect.

Schedule 1: Policies and Procedures

As part of our contract with us you need to comply with all our rules, policies, procedures and other regulations in force from time to time that are relevant to your Programme.

Some of the more important Policies and Procedures are set out in the table below together with a summary of what they cover but these are not the only Policies and Procedures you must comply with. You will also need to comply with the other Policies and Procedures listed underneath the Summary table if relevant to your Programme, together with any other policies and procedures we may notify you about from time to time.

Up to date versions of the Policies and Procedures applicable to your year of entry can be found on our website here <https://www.soas.ac.uk/about/governance/policies-and-procedures/degree-regulations-policies-and-procedures>

Policy/Procedure	Summary
Admissions Policy	Provides a central framework for all policies and procedures involved in recruitment, selection and admissions at SOAS.
General and Admissions Regulations	<p>This is a comprehensive document which provides information to students on many aspects of their student journey. It covers general admissions requirements, although the specifics of grades required for a programme are not listed here. The document outlines the registration, module selection and progression processes, as well as details about expectations of students. You can also find sections here about what SOAS will do in cases of suspected misconduct.</p> <p>These regulations are updated annually.</p>
Tuition fees policy	The policy outlines the responsibilities of both students and the School regarding the payment of tuition fees. It aims to ensure fairness, transparency, and clarity about fee liabilities and payment methods.
Fee Refund and Charging policy	This policy ensures that students are aware of the financial implications of withdrawing or interrupting their studies.
Confirmation of Acceptance for Studies (CAS) issuance policy	This document outlines the process for issuing Confirmation of Acceptance for Studies (CAS) for those students that require a student visa. The policy outlines steps to ensure that SOAS has a consistent, clear and compliant process to meet the needs of UK immigration regulations.
Taught degree regulations	<p>This document sets out the requirements and expectations for undergraduate and taught postgraduate students. They are to ensure that all students have clear guidelines throughout their academic journey.</p> <p>You can find explicit information here about how your programme is provided and the specific academic regulations that apply.</p>

Research Degree regulations	This document sets out the requirements and expectations for postgraduate research degree students. It covers admissions, supervision and progression for research degrees. Information about the examination process for research degrees can be found here.
Student Protection Plan	This document outlines measures to protect students' interests in the event of significant changes to their courses or institution, ensuring continuity and support. It includes provisions for course completion, transfer options, and financial compensation if necessary.
SOAS Code of conduct	This document sets out the types of behaviour that is unacceptable and will amount to misconduct. It further clarifies the types of sanctions that may be imposed.
Student Complaints Procedure	This procedure provides a structured process for students to formally express dissatisfaction with aspects of their experience, aiming for early and informal resolution where possible. It includes stages for informal resolution, investigation, and review, ensuring complaints are handled fairly and efficiently.
Student Disciplinary Procedure	This policy outlines the standards of behaviour expected from students and the process for addressing misconduct, ensuring fairness and natural justice. It includes steps for reporting, investigating, and resolving disciplinary issues, with potential sanctions ranging from warnings to expulsion.
Dignity and Respect Policy	The SOAS Dignity and Respect Policy aims to create a working and learning environment free from bullying, harassment, and victimisation, promoting accountability and respect for all. It outlines procedures for addressing complaints and emphasises the importance of maintaining a culture of dignity and respect within the SOAS community.
Data Protection Policy	This document outlines SOAS's commitment to processing personal data lawfully. Including how it stores data and ensuring that it is not disclosed without proper authorisation. This policy also details the rights of students, as data subjects, including the right to access, correct and erase data.

Other Policies and Procedures which you must comply: (please note that some might be irrelevant depending on your Programme)

- Guidelines for the recruitment of students with a criminal conviction
- Student engagement policy
- Code of Practice for Postgraduate Research Degrees
- Mitigating Circumstances Policy for Research Students
- Withdrawal Policy for Research Degrees
- Student transfer policy

- Transfer to Undergraduate Part-time policy
- Academic Misconduct Policy
- Mitigating Circumstances Policy for Taught Students
- Support to Study
- Fitness to Study Policy

Schedule 2: Cancellation Form

To: SOAS Student Hub, SOAS University of London, Thornaugh Street, Russell Square, London WC1H 0XG

Email: records@soas.ac.uk and also email the relevant email address from one of the following:

- Undergraduate programmes - undergradadmissions@soas.ac.uk,
- Masters programmes - mastersadmissions@soas.ac.uk or
- PhD programmes - dsadmissions@soas.ac.uk

I hereby give notice that I cancel my contract for the supply of educational services in relation to the following SOAS programme:

Programme Name:

Your name:

Your address:

Your signature:

(no need to sign if you send the cancellation by email)

Date:

8. Version Control

Student Terms and Conditions			
Document type:	Other		
Document number:	REG-177	Version:	02
Department:	Registry		
Approved by:	Executive Board	Date approved:	28/04/2025
Effective from:	01/10/2025	Review date:	28/04/2028
Publication:	SOAS website		
Related documents:	See Schedule 1		
Documents replaced:	Terms and Conditions for SOAS		
<p><i>Note: All policies must be read in conjunction with all other SOAS policy, procedure and guidance documents. Printed copies of policies may not be the most up to date, therefore please refer to the policy pages on the SOAS external website or intranet for the latest version.</i></p>			