



## **INTERNATIONAL STUDENTS' TERMS AND CONDITIONS**

### **UNIVERSITY OF NORTHAMPTON**

**The following terms and conditions apply in relation to international students. These set out your obligations to the University of Northampton (UON) to ensure compliance with Home Office/UKVI regulations and to enable us to maintain our registration as a Home Office/UKVI student visa sponsor.**

**All UON students who require a visa to study in the UK must comply with the terms of their visa. If you require a Student Route visa in order to study, you may only enrol on full time courses and the following terms will apply to you.**

1. When you make an application for admission to study at UON you are entering into this agreement for the purposes of completing your course and not for any other purpose, including without limitation to seek employment or healthcare during the period of the course.
2. You must provide us with satisfactory evidence that you meet the current English language requirement specified by the University for your course.
3. If you satisfy the relevant criteria for admission to the University or to continue your studies at the University, and the relevant immigration criteria specified by the Home Office/UKVI, we will assign you a Confirmation of Acceptance for Studies (CAS) (or Visit Visa supporting letter) to enable you to apply for UK entry clearance/leave to remain as a student. The Home Office/UKVI requirements change from time to time, and you must ensure that you are aware of the regulations that will apply to you and your course. The relevant criteria include:

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- a) That you meet the academic entrance requirements for the course.
- b) That you meet the English Language requirements for the course.
- c) That you pay the relevant deposit or provide evidence of approved government sponsorship for the duration of your studies at UON.
- d) Where it is required by the Home Office/UKVI, that you can satisfy its requirements regarding your financial arrangements.

For the avoidance of doubt, the Home Office/UKVI grants visas within its sole discretion, we do not accept any responsibility for the success of any student visa application.

4. When you use a CAS issued by UON to obtain a visa you are confirming that you will adhere to all rules, regulations and requirements as stipulated by Home Office/UKVI and by us regarding student visas. Home Office/UKVI rules, regulations and requirements are available to read on the [Home Office/UKVI website](#).
5. You will inform us immediately if your visa application is refused. In the event that you do not wish to re-apply for a student visa, we will refund the deposit and fees paid to us in accordance with our [Withdrawal Policy](#).
6. If your application for a visa is refused, UON reserves the right not to issue a second CAS.
7. You must inform us immediately if there is any delay in receiving your student visa.
8. You agree to provide us with the following information at enrolment and at such other times as UON may determine, to comply with its obligations as a Home Office /UKVI sponsor:
  - a) your current original passport containing your UK immigration status document and original biometric residence permit (if applicable) on request, to enable the University to take a photocopy/electronic copy of the relevant page.

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- b) any original documents that you relied on in support of your university application or CAS, on request.
  - c) your up-to-date contact details at all times, including your UK residential address, telephone number (landline and mobile) and contact details of your next of kin.
  - d) prior notification to request any intended absence from your course for any period together with the reason for such absence and any supporting evidence.
  - e) prior notification of any intended withdrawal from your course, with supporting evidence of re-enrolment with a different sponsor, change of immigration category or re-entry into your home country to be provided when it becomes available.
  - f) any other information or change in circumstances which could affect your immigration and visa status.
9. We are required to provide certain information about you to the Home Office/UKVI if you do not comply with Home Office/UKVI rules, including but not limited to where:
- a) your overall attendance is not deemed acceptable to the Home Office/UKVI; or
  - b) there is in our reasonable discretion a lack of progress in completing your course; or
  - c) you successfully complete your course in a shorter period than originally planned; or
  - d) you cancel or we dismiss you from the course for any reason; or
  - e) you breach the conditions of your visa; or
  - f) for any other reason at the Home Office/UKVI's reasonable request.
10. If, at any time, you fail to meet your obligations as a Student Route visa holder being sponsored by the University, the University will withdraw its sponsorship from you and report you to the Home Office/UKVI as appropriate.

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11. You confirm that in the event of termination of the Agreement for any reason, you will not proceed with any visa application using your cancelled application. Please note that we will cancel any CAS we may have issued or, if that is not possible, we will notify the Home Office/UKVI or the relevant British Post of your cancellation.
12. Unless you receive further leave to remain, you must complete your course within the timeframe specified in your CAS, failing which we may dismiss you from the course and terminate this agreement immediately on written notice. In the event you are unable to complete the course due to illness or for any other reason outside your control, we will endeavour to enable you to undertake the remainder of your course. If you are unable to complete the course due to illness or for any other reason outside your control, we may need to cancel your CAS (to comply with our Home Office/UKVI requirements) and require you to reapply for your course from your home country.
13. If your visa expires before you complete your course and you need to apply for a new visa for further leave to remain to complete your studies, or you wish to start a new course with UON after successful completion of a previous course with us, UON may assign you a CAS to enable you to apply for UK entry clearance/leave to remain as a student. This CAS will be issued only if the following conditions are satisfied:
  - a) Your current visa has not expired already.
  - b) You are making satisfactory progress in your studies.
  - c) You have complied with all rules, regulations and requirements as stipulated by Home Office/UKVI and by us regarding student visas.
  - d) You are not a debtor to UON.
  - e) Your application for a visa is processed through UON's International Student Support Service (ISSS) or through a third party but only if all the following conditions are met:
    - I. You provide evidence to ISSS that you will use an OISC regulated immigration adviser or registered immigration lawyer.

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- II. You provide evidence including visa application cover sheet and postage tracking number to ISSS to confirm that your application was submitted before your current visa expires.
- III. You bring originals of all documentation received from the Home Office/UKVI relating to your application within 10 days of receipt to ISSS for record keeping.
- IV. You inform ISSS immediately if you receive a visa refusal/rejection.
- V. You bring your new visa to ISSS within 10 days of receipt for record keeping purposes.

If your visa has expired, UON will not issue you with a CAS to make an 'in-country' application. In such cases you will be required to leave the UK at the earliest opportunity and when you have provided evidence that you have left the UK you may request a CAS if you satisfy conditions b), c) and d) above. Evidence that you have left the UK as required includes flight tickets and home country visa entry stamp.

14. If you cancel the agreement:

- a) We will cancel any CAS we may have issued or, should that not be possible, we will notify the Home Office/UKVI or the relevant British Entry Clearance Post of your cancellation.
- b) You confirm to us that in such cases you will not proceed with any visa application based on your cancelled application.

15. Subject always to your compliance with these terms and with Home Office/UKVI regulations, we will issue a CAS for your visa application for entry clearance/further leave to remain. You agree to send us a postal receipt/electronic application receipt as a confirmation of submission of your visa application form and keep us updated on the progress of your application. After you have submitted your visa application form, Home Office/UKVI will issue a biometric appointment letter and in turn a biometric ID card, which you should receive by post. You must bring each of these

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documents to UON immediately on receipt, failure to do so may result in us dismissing you from your course and terminating this Agreement.

16. Before you complete your course, you must inform us in writing if you are:
  - a) leaving the UK (either to return to your home country or otherwise); or
  - b) remaining in the UK and, if so, on what basis (for example, as a student undertaking a further course of study); and
  - c) provide us with supporting documentation as evidence of your plans (for example, a copy of your return air flight ticket, a copy of a re-entry stamp on your passport, or an offer of admission from another sponsor).

Last annual update carried out July 2023

Next annual review due June 2024