

**These Terms and Conditions ("Terms") of the Glasgow Caledonian University set out your rights and obligations, as well as our obligations to you. Please note that additional [special terms and provisions](#) apply in relation to International Students requiring visas.**

**1. The Basis of our Agreement**

- 1.1 The agreement between us (the "Agreement") will be formed when you complete this online registration procedure by ticking the "I have read and accept the terms and conditions above" box. Your acceptance of an offer letter from GCU does not constitute a binding agreement.
- 1.2 We may revise and amend these Terms from time to time and will give you prior notice of any changes to our Terms. In the unlikely event that any amendment substantially changes the agreement between us, you may choose to withdraw from your course and terminate this agreement and we will provide you with an appropriate refund calculated pro rata according to the proportion of your course already completed, in accordance with the [Fees and Refund Policy](#).
- 1.3 Any error or omission in any information or document issued by us may be corrected by us provided that correction does not materially affect the agreement. If you think there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees.

**2. Payment of Tuition Fees and Additional Costs**

- 2.1 The fees and the time for payment of the fees and any deposit are set out in our [Fees and Refund Policy](#). In addition to your fees, you will be required to pay additional costs (which may include, without limitation, costs arising as a result of your failure in part of your course). Additional costs (which may include third party costs) are set out in our Fees and Refund Policy.
- 2.2 The sanctions for failure to pay any part of your fees are set out in our [Credit Control and Debt Management Policy](#).

**3. Rights and Obligations**

- 3.1 We shall provide an education service with reasonable skill and care.
- 3.2 You represent, warrant and undertake that all the information you provide on your application form or online registration or to us, our employees or agents during the course of the agreement is complete, up-to-date and accurate in all respects.
- 3.3 You are required to:
- 3.3.1 comply with these Terms, our rules, regulations and policies (including without limitation the Fees and Refund Policy, Credit Control and Debt Management Policy and all those [listed here](#));
  - 3.3.2 adhere to the [Code of Student Discipline](#); and
  - 3.3.3 comply with the reasonable requests of our employees, authorised contractors or agents;
  - 3.3.4 behave appropriately at all times and in such a manner so as not to:
    - (a) cause a nuisance, injury or damage to other persons (in particular, other

students, our employees, authorised contractors, agents and any visitors) or to any of our property;

- (b) impede or prevent the provision of any programme of study offered by us;
- (c) cause damage to our reputation.

3.4 If you fail to comply with your obligations under clause 3.3, we may at our discretion follow the [Code of Student Discipline Procedure](#) in relation to any such breach. If your breach is material or persistent, we reserve the right to dismiss you with immediate effect from the course and terminate the agreement at any time immediately on written notice.

3.5 You are required to notify us at the time of application or as soon as possible thereafter of any medical condition (including pregnancy) and any healthcare or medical procedures you may require during the course if this may affect your ability to fully attend the course. If an independent medical practitioner acting in their reasonable discretion considers that any medical procedures you notify us of in accordance with this clause 3.5 are avoidable or could be undertaken at another time (other than during the course), then we may terminate the agreement with you immediately on written notice.

#### **4. Seven Day Cancellation Right for Contracts made by Post, Fax and Email**

4.1 European Union (including UK) students are entitled to cancel the agreement within seven (7) days from the date of completion of your online registration by sending us notice in writing by post, fax or email or otherwise by leaving a notice for us at the contact address provided on our website.

4.2 In the event of cancellation in accordance with clause 4.1:

4.2.1 We will refund any fees already paid by you (or by any third party on your behalf) within 30 days of receiving your notice of cancellation.

4.2.2 Where applicable, you agree to return any benefit you may have received as a result of your application, including any study materials and any documentation provided by us to you, and you will bear all the costs associated with doing so.

#### **5. Other Cancellations and Refunds**

5.1 We may terminate the agreement in the event of:

5.1.1 your failure to pay your fees or any part of them or any additional costs that are payable to us;

5.1.2 your material or persistent breach of the agreement.

5.2 On termination of the agreement (other than cancellation in accordance with clause 4 above), we will refund your fees in accordance with the [Fees and Refund Policy](#).

#### **6. Information Sharing and Data Protection**

6.1 We collect and process your personal data in order to make admission decisions, to provide education, to provide information and education to you and for administration, health, safety, welfare and security reasons and, in the case of International Students requiring a visa, to comply with our legal obligations to the Home Office. We are also required to disclose your personal data to statutory bodies including, for example the Student Awards Agency for

Scotland, School Leaders Scotland and the Higher Education Statistics Agency. We will provide Glasgow City Council with information for the purpose of assessing eligibility for Council Tax exemption. We will not transmit your personal data outside the EEA without your written permission (except in the case of International Students, where we will notify the Home Office or the British entry clearance post if your CAS is cancelled).

- 6.2 By ticking the accept to data processing box when completing the online registration, you consent to us processing and transferring your personal and sensitive personal data for the purposes listed in clause 6.1 above. (Some of your personal data may because of its nature be sensitive within the meaning of the Data Protection Act 1998.)

## **7. Limitation of liability**

- 7.1 Subject to the provisions of this clause 7, neither party shall be responsible for any loss that the other suffers arising out of the agreement to the extent that such loss caused by negligence was reasonably foreseeable.
- 7.2 The total liability of either party under this Agreement (whether in contract or tort, including negligence) shall not in any event exceed the fees for your course or any insurance cover we may have, whichever shall be the higher.
- 7.3 This clause does not exclude or limit in any way:
- 7.3.1 either party's liability for death or personal injury caused by its negligence; or
  - 7.3.2 either party's liability for fraud or fraudulent misrepresentation; or
  - 7.3.3 any breach of our obligations implied by section 2 of the Supply of Goods and Services Act 1982; or
  - 7.3.4 any other matter for which it would be illegal or unlawful to exclude or attempt to exclude either party's liability.

## **8. Events outside our control**

- 8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our reasonable control ("**Force Majeure Event**").
- 8.2 Our obligations under these Terms will be suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

## **9. Intellectual property rights**

- 9.1 The copyright, design right and all other intellectual property rights in any course materials and other documents or items that we prepare or produce (which shall for the avoidance of doubt include any materials prepared by our employees, contractors or agents) in connection with your course will belong to us, or our licensors, absolutely.
- 9.2 You may not use the materials, documents or other items detailed in clause 9.1 for any commercial purpose.

## **10. Assessment Regulations**

- 10.1 The University reserves the right to make reasonable changes to the Assessment Regulations where in the opinion of the University those changes will assist in the proper delivery of education.

The University will normally maintain the Assessment Regulations for students within an academic session. However, the University reserves the right to introduce changes during the academic session when it reasonably considers those changes are:

- (a) for the maintenance of academic standards; or
- (b) required to secure the University's good operation and legal or regulatory compliance.

Appropriate prior notice of changes will be given.

## **11. General**

- 11.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, such Term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.
- 11.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 11.3 A person who is not party to the agreement (including without limitation any party that is responsible in whole or part for your Fees) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.
- 11.4 The agreement shall be governed by Scottish law and you and we agree to the exclusive jurisdiction of the Scottish courts.