

## **Glasgow Caledonian University**

### **Student Terms and Conditions**

These terms and conditions apply from 16 December 2015.

#### **1 Definitions**

##### **1.1 "Agreement"**

The agreement formed between you and the University the content of which comprises:

- 1.1.1 the terms of your UCAS offer or your offer (email or letter as applicable);
- 1.1.2 these terms and conditions;
- 1.1.3 any other terms implied by law into this agreement.

##### **1.2 "Assessment Regulations"**

The University's assessment regulations which are listed at <https://www.gcu.ac.uk/aboutgcu/supportservices/qualityassuranceandenhancement/regulationsandpolicies/universityassessmentregulationsandpolicies>

##### **1.3 "Programme"**

A course, programme of study or research at the University.

##### **1.4 "Regulations"**

The University's rules, regulations (including the Assessment Regulations) and policies listed at <https://www.gcu.ac.uk/currentstudents/essentials/policiesandprocedures>

##### **"UCAS"**

The Universities and Colleges Admissions Service, or any body which succeeds it.

##### **1.5 "University"**

Glasgow Caledonian University whose principal address is Cowcaddens Road, Glasgow G4 0BA (+44) 0141 331 3000; registry@gcu.ac.uk. References to "we", "us" or "our" refer to the University.

#### **2 Your Agreement with the University**

- 2.1 The Agreement is formed when you accept an offer of a place with the University.

- 2.2 The Agreement sets out your rights and obligations, as well as our rights and obligations.
- 2.3 We recommend that you download and save for future reference these terms and conditions and the documents referred to in these terms and conditions.

### **3 The admission stage**

- 3.1 Our offer of a place will be subject to you meeting any offer conditions we inform you of, whether the offer is sent to you directly from us or via UCAS. These may include conditions such as:
  - 3.1.1 obtaining particular qualifications;
  - 3.1.2 satisfying all necessary legal and other requirements to study on the Programme such as criminal record checks, occupational health checks and immigration requirements.
- 3.2 We can withdraw an offer should you not satisfy its conditions.
- 3.3 You confirm that you understand the conditions of our offer and acknowledge that it is your responsibility to meet these conditions. If there is any part of the offer that you do not understand or do not know how to fulfil, contact our Admissions and Enquiry Service as soon as possible at [StudentEnquiries@gcu.ac.uk](mailto:StudentEnquiries@gcu.ac.uk) tel no 0141 331 8630.
- 3.4 We will not change an offer's requirements after it has been made without your agreement. If the change to the offer's requirements is required to satisfy UK Visas and Immigration (UKVI) requirements (to ensure that your visa is not refused), please note that we will not be able to register you on the Programme unless you have the required visa.
- 3.5 You confirm that all the information you have provided in your application is true and complete and that you hold or are studying towards the qualifications stated in the appropriate section of the application form.
- 3.6 This paragraph 3.6 applies if you have applied to us through UCAS:
  - 3.6.1 all offers will be communicated to you via UCAS on our behalf and you will be required to reply to your offers via UCAS Track.
  - 3.6.2 an explanation of the different types of offer along with instructions on how and when to reply to these offers will be communicated to you via UCAS.
  - 3.6.3 UCAS will send some examination results directly to us. These currently include SQA Higher/Advanced Higher, GCE A Level, Irish Leaving Certificate, BTEC and International Baccalaureate results for applicants who have consented to share this information with UCAS. Other results, for example, SQA HNC/D unit results, will not be sent directly through UCAS. In these cases we will tell you if you need to send your results to us.

- 3.7 This paragraph 3.7 applies if you applied directly to us:
- 3.7.1 all offers will be communicated to you via email or letter directly from us;
  - 3.7.2 you must accept or decline the offer by contacting our Admissions and Enquiry Service via email, writing or telephone by the deadline stated in the offer. We cannot guarantee to hold a place for you if you do not respond by the offer deadline.
- 3.8 If your first language is not English and we ask you to do so, you must provide evidence to satisfy us that you have the required level of English language qualification. The qualifications we accept are listed on our website and include a Secure English Language Test (SELT)  
<http://www.gcu.ac.uk/study/internationalstudents/howtoapply/englishlanguage requirements/>
- 3.9 You must respond to all requests for information or documentation to support your application by the deadline set. Requests are sent via email to the email address stated on your application.
- 3.10 If you wish to defer your offer until the next academic period, you must ask our Admissions and Enquiry Service as soon as possible. We may ask you to provide a reason. Deferred entry is granted at our discretion.

#### **4 International students who require a visa to study**

- 4.1 If you require a visa to study at the University additional conditions apply to you at admission stage and on and after registration. These are set out in Schedule 2. **Please read them carefully as you must keep to these conditions to continue to study with us.**

#### **5 Tuition fee status**

- 5.1 We will normally tell you what your tuition fee status is when we make you an offer. Your tuition fee status determines the level of tuition fees that you must pay and whether any deposit is payable. Your tuition fee status may be one of the following: Home, European Union (EU), Rest of UK (RUK), Channel Islands/Isle of Man or Overseas.
- 5.2 We determine your tuition fees status based on the information provided by you. If we need further information from you to do this, we will tell you when we offer you a place. By accepting our offer of a place, you accept our decision in relation to your tuition fee status. If you think we have made a mistake about your fee status then we recommend that you do not accept the offer, and you must contact us as soon as possible so that we can consider your position.
- 5.3 We are required to comply with Scottish Government regulations in determining tuition fee status. If there is a reassessment of your fee status before you register (which is not as a result of our mistake) we reserve the right to withdraw its offer to

you as it is subject to a cap on the number of places it can provide which are funded by the Scottish Government.

- 5.4 Once you have registered with us, your tuition fee status can only be changed in specific and exceptional cases. Please read the guidance published on the UKCISA site <https://www.ukcisa.org.uk/Information--Advice/Fees-and-Money/Home-or-Overseas-fees-the-basics#layer-3834>

## **6 Cancellation rights**

- 6.1 If you accept our offer of a place, you have the right to cancel the Agreement without giving any reason. This right to cancel expires at the end of 14 days after the day on which the Agreement is formed (i.e. the date on which you accept our offer). To exercise the right to cancel, if you are a UCAS applicant, you must contact UCAS to cancel. If you have applied to us directly, you must inform us of your decision by a clear statement (for example a letter sent by post or email to Admissions and Enquiry Service, GCU, Cowcaddens Road, Glasgow G4 OBA, email [StudentEnquiries@gcu.ac.uk](mailto:StudentEnquiries@gcu.ac.uk), Tel 0141 3318630). To meet the cancellation deadline, it is enough if you send your communication concerning your exercise of the right to cancel before the cancellation period has expired. Or you may use the model cancellation form which is attached at Schedule 1.
- 6.2 If you cancel the agreement in line with paragraph 6.1 you will be entitled to a full refund of any payments you have made under the Agreement.

## **7 Registration**

You must register with us at the start of your Programme and at the beginning of each academic year. We will send you an email explaining how to register.

## **8 Delivery of the Programme**

We will deliver your Programme with reasonable skill and care. However, your progression on the Programme and your final award are not guaranteed and are dependent upon your academic performance.

## **9 Changes to Programmes**

- 9.1 We may make necessary changes to a Programme or any modules contained in it to comply with any law or anything we are required to do by any governmental authority, regulator or accrediting body. We will let you know of any such change and if the change is substantial and you are unhappy with the change, you may end the Agreement with us and withdraw from the Programme without any further liability to us. If you are unable to transfer to another course with us or another university, we will refund any Programme fees paid by you to date.
- 9.2 In addition, we may make changes for quality assurance and enhancement reasons. The reasons why such changes may be made, how they may be made and the consequences for you are set out in the policy called **"Information for students**

relating to Programme Changes/Cancellation and Withdrawal from Portfolio” <http://www.gcu.ac.uk/programmechanges> . This is an important document and you should read it carefully before accepting any offer.

## 10 Your obligation to pay fees

- 10.1 You accept our Fees and Refund Policy <http://www.gcu.ac.uk/financeoffice/policiesguidelines> and agree to pay your tuition fees and any deposit payable as set out in that policy.
- 10.2 We remind you that in certain circumstances, you may need to pay further costs on top of your fees. These may include, for example, costs arising from failing a part of your Programme, or third party costs and charges which you may have to pay if you do not pay your fees on time (for example, the costs of debt collection agents or government agencies). See our Fees and Refund Policy at <http://www.gcu.ac.uk/financeoffice/policiesguidelines> for more information.
- 10.3 If you need to make additional payment, for example for materials, equipment or field trips, we will tell you in the online prospectus page for your Programme.
- 10.4 Our Fees and Refund Policy and Credit Control and Debt Management Policy at <http://www.gcu.ac.uk/financeoffice/policiesguidelines> set out what will happen if you fail to pay your fees or any part of your fees. **You should read both of these policies carefully.**

## 11 Changes to tuition fees

- 11.1 Any changes to tuition fees will be made in line with our Fees and Refunds Policy. You can find the Fees and Refunds Policy at <http://www.gcu.ac.uk/financeoffice/policiesguidelines>. **This is an important document and you should read it carefully before accepting any offer.**

## 12 Your obligation to comply with the Regulations and other matters

- 12.1 You must:
- 12.1.1 comply with the Regulations at <http://www.gcu.ac.uk/student/regulations/> (and **your attention is specifically drawn to the Code of Student Conduct which forms part of the Regulations**) and as they are amended from time to time;
  - 12.1.2 comply with any reasonable request from our employees, authorised contractors or agents; and
  - 12.1.3 behave appropriately at all times and in a way that does not:
    - cause a nuisance or injury to other people (in particular other students, our employees, authorised contractors, agents and any visitors);

- damage any of our property;
- interfere with or prevent us providing any Programme;
- break the law; or
- otherwise amount to misconduct under the Code of Student Conduct.

12.2 If you fail to keep to your obligations under paragraph 12.1, we have the right to take action as set out in the Code of Student Conduct at <http://www.gcu.ac.uk/student/regulations/>

12.3 Certain students have the opportunity to undertake placements with third parties during their studies. Before being accepted on a placement you may be required to agree to the reasonable conditions set by the third party placement provider. We will provide the details to you before a placement.

All students registered on certain Health, Life Sciences and Social Work programmes must demonstrate "fitness to practise". Being fit to practise means having the skills, knowledge, health and character to work safely and effectively. Our Fitness to Practice policy

<https://www.gcu.ac.uk/aboutgcu/academicschools/hls/study/learningathls/fitnesstopractice> outlines the School of Health and Life Sciences' Code of Professional Conduct and Fitness to Practise. Each year affected students must confirm they comply with this Code. You can see from the online prospectus page for your Programme if this applies to you.

12.4 If you have not already provided details on your application form, please tell us about any:

12.4.1 support needs;

12.4.2 disability;

12.4.3 medical condition (including pregnancy) that may affect your ability fully to attend the Programme;

12.4.4 healthcare or medical procedure that you may require during the Programme that may affect your ability fully to attend the Programme.

Please contact our Disability Team on [disability@gcu.ac.uk](mailto:disability@gcu.ac.uk), tel 0141 273 1371 to discuss these needs in full. We will consider reasonable adjustments to allow you to participate on your Programme.

12.5 You must tell us about any relevant unspent criminal convictions which you receive at any point after you apply. This includes any relevant criminal convictions received after you have registered as a student until you cease to be a student registered on your Programme. You must disclose any such convictions as soon as possible to the

Academic Registrar (academicregistrar@gcu.ac.uk).

Our webpage at <https://www.gcu.ac.uk/study/aes/documentsandpolicies> explains what is meant by a relevant conviction.

- 12.6 In addition to the information you provide on your application form, any information which you provide us while the Agreement is in force (including any information you provide when you register with us) must be complete, up to date and accurate.

- 12.7 If you:

12.7.1 take time out from the Programme without our consent; or

12.7.2 fail your assessments and this results in you repeating an academic year

the terms and conditions and the Regulations that will apply to you when you return to your studies will be those in force for students in the academic year you re-join.

### **13 Changes to the Regulations**

- 13.1 Our Regulations are rules and policies that allow for the good governance, good order and efficient operation of a complex community such as the University. We can make reasonable changes to the Regulations:

13.1.1 if those changes will help us to maintain or improve good governance, good order and efficient operations (for example if we have to make changes for health and safety or security reasons);

13.1.2 to comply with the requirements of law or a governmental authority, regulator or accrediting body; or

13.1.3 the change is otherwise in the interests of students following consultation with student representatives.

Student representatives are involved in the drafting of all new rules and amendments to existing rules which impact upon students.

- 13.2 If we propose a change to the Assessment Regulations which would significantly change the way we assess your progression or award classification, paragraph 13.1 will not apply. Instead, paragraph 9 will apply.

- 13.3 We will not normally amend the Regulations for students during an academic session. However, we have the right to do this if we reasonably consider that any changes:

13.3.1 are required to maintain academic standards; or

13.3.2 are necessary to run our Programmes effectively (so we meet our obligations to you) and to comply with the requirements of law, or a governmental authority, regulator or accrediting body.

- 13.4 We will give you appropriate notice of any change to the Regulations. The updated Regulations will be made available on our website.

## **14 Other changes to these terms and conditions**

- 14.1 How we can make changes to:

14.1.1 Programmes and modules is set out in paragraph 9;

14.1.2 tuition fees is set out in paragraph 11;

14.1.3 the Regulations is set out in paragraph 13.

- 14.2 We can make changes to the other terms and conditions provided they are minor and are unlikely to negatively impact upon students or we are required to make the change to comply with any law or the requirements of a governmental authority or a regulator.

- 14.3 We can correct any mistake or missing details in any information or document we issue, as long as doing so does not significantly affect the Agreement. If you think there is a mistake in any of our information or documents, please ask us for written confirmation of any corrections.

## **15 Ending the Agreement**

- 15.1 The Agreement will end automatically when you complete your Programme, whether or not we confer an award or degree on you. The Agreement may, however, end before this date as set out in the remainder of this paragraph 15.

- 15.2 The Agreement will end immediately and without notice if you:

15.2.1 cancel it as set out in paragraph 6;

15.2.2 have applied to us directly and you tell us that you no longer wish to take up an offer which you have previously accepted;

15.2.3 have applied to us through UCAS and you have followed the UCAS procedures for termination;

15.2.4 do not register with the University when required;

15.2.5 withdraw from your Programme; or

15.2.6 exercise a right to end the Agreement which is available to you in these terms and conditions.

- 15.3 The University can withdraw an offer of a place or terminate your registration if you:

15.3.1 have given false or misleading information on your application;

15.3.2 have failed to provide information requested;



- 15.3.3 fail to meet any of our conditions for entry to or continued study on the Programme (for example you acquire a relevant criminal conviction, or you do not meet the standards required under the Assessment Regulations, or you no longer have permission to remain in the UK for the purposes of study at the University); or
- 15.3.4 have provided fraudulent documentation or emails in support of your application.

If we withdraw your offer or terminate your registration under this paragraph 15.3, the Agreement will end.

15.4 We may end the Agreement if:

- 15.4.1 you fail to pay when due your fees or any part of them or any further costs that you owe us;
- 15.4.2 we consider that you do not meet the required level of English language qualification (even if you have previously provided evidence as required by paragraph 3.8) and you do not agree to attend an intensive course to remedy this to our satisfaction, at your own expense;
- 15.4.3 you require a visa to study at the University and you do not (or no longer) have that or you fail to provide us with information we reasonably request in relation to your visa application and the maintenance of your visa allowing you to study with us; or
- 15.4.4 you significantly or persistently break any of the terms of the Agreement - but subject to paragraph 15.5.

15.5 If we are taking action against you under the Code of Student Conduct or the Credit Control and Debt Management Policy, we will follow the relevant procedures in the said Code or Policy and only end the Agreement in line with those procedures.

15.6 If the Agreement ends early for any reason:

- 15.6.1 you will not be allowed to register or you will have to withdraw from the University immediately (unless we agree otherwise);
- 15.6.2 you will no longer be allowed to start or continue your Programme (unless we agree otherwise);
- 15.6.3 any refund of fees will be made in line with our Fees and Refund Policy at <http://www.gcu.ac.uk/student/regulations/>

## **16 Sharing information and data protection**

- 16.1 We collect and process your personal information for academic, administrative, management, pastoral and health and safety reasons as more fully set out in our Fair Processing Notice at <http://www.gcu.ac.uk/student/regulations/datap/>
- 16.2 We may need to disclose your personal information to the Home Office and other organisations as explained in our Fair Processing Notice at <http://www.gcu.ac.uk/student/regulations/datap/>.

## **17 Limits of liability**

- 17.1 We do not exclude or limit in any way:
  - 17.1.1 our liability for death or personal injury caused by our negligence;
  - 17.1.2 our liability for fraud or fraudulent misrepresentation; or
  - 17.1.3 any other matter for which it would be illegal or unlawful to exclude or attempt to exclude our liability.
- 17.2 You are responsible for obtaining your own insurance for your property and any other types of insurance which you may need, for example medical insurance.
- 17.3 We exclude liability for:
  - 17.3.1 damage to your property, including property on our campuses or other premises, unless it is caused by our negligence, or the negligence of our agents or authorised contractors;
  - 17.3.2 personal injury or death unless caused by our negligence;
  - 17.3.3 any indirect or consequential losses;
  - 17.3.4 loss of opportunity;
  - 17.3.5 loss of income;
  - 17.3.6 loss of profit; or
  - 17.3.7 damage to reputation.
- 17.4 This paragraph 17 continues in effect even if the Agreement ends.

## **18 Events outside our control**

- 18.1 We will not be liable or responsible for any failure to carry out, or delay in carrying out, any of our obligations under the Agreement that is caused by an event outside our reasonable control.

- 18.2 For as long as the event outside our control continues:
- 18.2.1 we can suspend our obligations under the Agreement; and
  - 18.2.2 the time allowed to carry out those obligations will be extended for the length of that period.
- 18.3 We will take reasonable steps to bring the event to a close or to find a way in which we can carry out our obligations under the Agreement despite the event.

## **19 Intellectual property rights**

- 19.1 The copyright, design right and all other intellectual property rights in any Programme materials and other documents or items that we prepare or produce (which include any materials prepared by our employees, contractors or agents) in connection with your Programme will belong exclusively to us, or our licensors.
- 19.2 You may not use the materials, documents or other items set out in paragraph 19.1 for any commercial purpose.
- 19.3 The copyright, design right and all other intellectual property rights in any work or materials which you produce in the course of your Programme will usually belong to you. However, in some cases, you may have to transfer ownership of such rights to us, for example, where:-
- 19.3.1 you create intellectual property in connection with a project which is funded or sponsored by a third party (for example under a research contract, a studentship or funding agreements);
  - 19.3.2 research work is carried out by you under substantial guidance from our staff; or
  - 19.3.3 your tuition fees are paid by a third party.
- 19.4 We will tell you in advance whether you will be required to transfer ownership of intellectual property and provide details of the terms of such transfer.
- 19.5 To make the transfer of ownership effective, you will need to sign a Student Intellectual Property Agreement or agree to the transfer of ownership in another way set by us. You are entitled to refuse to sign the Student Intellectual Property Agreement or otherwise to transfer ownership. However, if you do, it may mean that you will not be able to participate in certain projects or placements in the course of your study at the University. If you are not willing to transfer ownership of your intellectual property or if you have any questions related to the transfer of ownership of your intellectual property you should contact your academic supervisor to discuss and resolve the matter before you start your Programme.

19.6 We may publish further guidance and information from time to time on what we will take into account in determining the ownership of intellectual property created during the course of a student's studies.

19.7 This paragraph 19 continues in effect even if the Agreement ends.

## **20 Communicating with each other**

20.1 We will assume that the last home address and term-time address and email address that you told us about are the current addresses. You must tell us promptly if any of these change.

20.2 You must set up your University student email account when you register. Once set up, this is the email address that we will use to contact you. You must therefore check that email account regularly.

20.3 If you want to contact us, please contact the address provided either in these terms and conditions or the relevant Regulations. If no address is provided, then please write to Registry, Glasgow Caledonian University, Cowcaddens Road, Glasgow, G4 0BA, email [Registry@gcu.ac.uk](mailto:Registry@gcu.ac.uk)

## **21 Complaints**

21.1 Our Complaints Handling Procedure explains what to do if you have a complaint about us or our services:

<http://www.gcu.ac.uk/gag/appealscomplaintsstudentconductdiscipline/complaints/>

## **22 General**

22.1 If any court or competent authority decides that any part of the Agreement is not valid, is unlawful or cannot be enforced, we will remove that part and the remaining terms of the Agreement will continue to be valid.

22.2 In the event of any conflict between a provision of the Agreement and a provision of the Regulations or any document referred to in the Agreement, the provisions of the Agreement will take precedence.

22.3 If, at any time while the Agreement is in force, we:

22.3.1 fail to insist that you carry out any of your obligations under it; or

22.3.2 do not use any of our rights under it

this will not mean that we have given up these rights or that you do not have to keep to your obligations.

If we do accept any instance of you not keeping to the Agreement, it will not mean that we will automatically ignore any further instance. If we decide not to enforce any of the terms of the Agreement, we will tell you in writing.

- 22.4 The terms of the Agreement can only be enforced by you and us. No-one else has any rights or obligations under the Agreement.
- 22.5 The Agreement, the Regulations, and any other documents or policies referred to in it, constitute the entire agreement between you and us in relation to its subject matter
- 22.6 The Agreement will be governed by Scots law. Any disputes between you and us will be dealt with by the Scottish courts.
- 22.7 This paragraph 22 continues in effect even if the Agreement ends.

**SCHEDULE 1****Model cancellation form**

To Glasgow Caledonian University, Admissions and Enquiry Service, Cowcaddens Road,  
Glasgow, G4 0BA

Email: [studentenquiries@gcu.ac.uk](mailto:studentenquiries@gcu.ac.uk)

I give notice that I cancel my agreement with Glasgow Caledonian University for a place on  
the following Programme

.....

I accepted your offer of a place on ..... *[please insert date]*

Name of student:

Address of student:

Signature of student (only if this form is notified on paper):

Date:

## SCHEDULE 2

### Additional Terms for international students

- 1 You will not be able to register unless we provide you with a Confirmation of Acceptance for Studies (CAS) or you provide us with documents to prove that you have leave to be in the UK which permits you to complete your Programme.
- 2 You must comply with all our requests for information and documentation to support the issue of a CAS and do so within our deadlines.
- 3 You must ensure that you have sufficient financial resources and original, relevant documentation to meet UK Visas and Immigration (UKVI) requirements. We may request evidence of this before agreeing to issue a CAS.
- 4 We can refuse to issue a CAS when we have reason to believe that your visa application may be refused by UKVI.
- 5 We have the right to contact UKVI about your immigration status.
- 6 If you need a visa to study in the UK, you must keep to the terms of your visa. When you register, and at any other time we ask, you must give us your current original passport containing your UK immigration status document and original biometric residence permit (if this applies), so that we can take a photocopy or electronic copy of the relevant pages. If you need a Tier 4 or Student visa in order to study, you can only register on full-time courses and the following paragraphs of this Schedule will apply to you.
- 7 An offer letter or CAS from us is not an agreement, nor is a deposit or financial guarantee you send us. Refunds are only made in accordance with our Fees and Refund Policy.
- 8 You confirm that you are entering into the Agreement for the purposes of completing your course and not for any other purpose, including to find employment or to receive healthcare during the period of the Programme.
- 9 If you meet the relevant criteria for admission to the University, we will allocate you a CAS to allow you to apply for UK entry clearance or 'leave to remain' as a student. The criteria include:
  - 9.1 that you meet the academic entrance requirements for the Programme;
  - 9.2 that you meet the English language requirements for the Programme; and
  - 9.3 that you pay the relevant deposit or provide evidence that you have Government-approved sponsorship for the period of your studies with us.

- 10** The Home Office grants applications as it decides, and we do not accept any responsibility for the success of any student visa application.
- 11** You agree that, from the time that you use a CAS we have issued to help you get a visa, and for as long as you hold that visa, you will keep to all requirements set by us and the Home Office regarding student visas. If you do not, we may cancel your CAS or, if this is not possible, we will tell the Home Office that you have not kept to the requirements. You can find the Home Office requirements on the website: [www.gov.uk/browse/visas-immigration/student-visas](http://www.gov.uk/browse/visas-immigration/student-visas).
- 12** You must tell us immediately if your visa application is refused. If you do not want to reapply for a student visa, we will refund your deposit and fees in line with our Fees and Refund Policy.
- 13** If your application for a visa is refused, we do not have to issue a second CAS.
- 14** When you register with us, you must give us a copy of your student visa. You must tell us if there is any delay in receiving your student visa.
- 15** You agree to give us the following when you register and at any other time we ask, so that we can meet our obligations as a Home Office licensed sponsor:
- 15.1 any original documents used to support your University application;
  - 15.2 your up-to-date contact details, including your UK address, phone numbers (landline and mobile) and contact details of your next of kin;
  - 15.3 a request, in writing, to your academic school for any planned absence from your Programme for any period, together with the reason for the absence and any supporting evidence;
  - 15.4 notice in writing if you want to withdraw from your Programme, with evidence to show that you have enrolled with a different sponsor, changed your immigration category or returned to your home country (you must give this to us when it becomes available); and
  - 15.5 any other information or details of any change in circumstances which could affect your immigration and visa status.
- If you do not, we may end the Agreement and terminate your registration.
- 16** We have to provide certain information about you to the Home Office if you do not keep to Home Office rules, including:
- 16.1 the Home Office considers your overall attendance is not acceptable;
  - 16.2 we consider that there has been a lack of progress in completing your Programme;



- 16.3 you successfully complete your Programme in a shorter time than originally stated on your CAS, or earlier than the end date of your visa, taking into account the normal grace period allowed by the Home Office;
  - 16.4 you cancel your place on the Programme, or we withdraw or suspend you from the Programme for any reason; or
  - 16.5 for any other reason given by the Home Office.
- 17** You confirm that if the Agreement is ended for any reason, you will not go ahead with any visa application on the basis of your cancelled application or terminated registration. We will cancel any CAS we may have issued or, if this is not possible, we will tell the Home Office about your cancelled application or terminated registration.
- 18** If you are unable to complete the Programme due to illness or for any other reason outside your control, we will do our best to help you to undertake the remainder of your Programme at a future date. In these cases, we may need to cancel your CAS (to keep to our Home Office requirements), and you will have to reapply for your Programme from your home country.
- 19** If your visa runs out before you complete your Programme and you need to apply for a new visa for permission to stay in the UK to complete your Programme, we will allocate you a CAS so that you can apply for UK entry clearance or permission to stay in the UK as a student, as long as you meet the following conditions:
- 19.1 we consider you are making satisfactory progress in your Programme;
  - 19.2 you have kept to all rules, regulations and requirements set by us and the Home Office regarding student visas;
  - 19.3 you do not owe us any fees;
  - 19.4 your application for a visa is made through our Visa, Immigration Support & Advice (VISA) team and not through anyone else; and
  - 19.5 we have no grounds to believe that your visa application could be refused.
- 20** Unless you receive further leave to remain (permission to stay in the UK), you must complete your Programme within the time specified in your CAS. If you do not do this we may terminate your registration and end the Agreement immediately by giving you written notice.
- 21** If you cancel or end the Agreement:
- 21.1.1 we will cancel any CAS we may have issued or, if this is not possible, we will tell the Home Office about the cancellation or ending of the Agreement; and
  - 21.1.2 you agree that you will not go ahead with any visa application on the basis of your cancelled application or terminated registration.

- 22 As long as you keep to these terms and the Home Office regulations at all times, we will issue a CAS for your visa application for entry clearance or further permission to stay in the UK.
- 23 After you have registered as a student with us and if you do not complete your Programme for any reason, you must:
- 23.1 give us written confirmation that you intend to either:
- 23.1.1 leave the UK (either to return to your home country or otherwise); or
  - 23.1.2 stay in the UK and on what basis (for example, as a student doing a further course of study); and
- 23.2 provide us with supporting documents as evidence of your plans (for example, a copy of your return air flight ticket and passport stamps or an offer from another sponsor).