The following terms and conditions apply in relation to International Students and together with our standard <u>Terms and Conditions</u> set out your rights and obligations, as well as our obligations to you.

These international terms and conditions set out your obligations to Glasgow Caledonian University (GCU) to ensure compliance with Home Office regulations and to enable us to maintain our registration as a Home Office student visa sponsor.

All GCU students who require a visa to study in the UK must comply with the terms of their visa. If you require a Tier 4 visa in order to study, you may only enrol on full time courses and the following terms will apply to you.

- 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 above terms and conditions" box. No agreement is formed by GCU sending you an offer letter or CAS, nor by you sending GCU a deposit or financial guarantee. Deposits are non-refundable, unless your visa has been refused.
- 1.2 You confirm that 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.
- 1.3 You must provide us with satisfactory evidence that you meet the current English language requirement specified by the University. Even if you have provided such evidence, we may terminate this Agreement at our discretion if we consider that you do not meet the relevant English language requirement.
- 1.4 If you satisfy the relevant criteria for admission to the University we will assign you a CAS to enable you to apply for UK entry clearance/leave to remain as a student. The relevant criteria include:
 - 1.4.a That you meet the academic entrance requirements for the course;
 - 1.4.b That you meet the English Language requirements for the course;
 - 1.4.c That you pay the relevant deposit or provide evidence of approved government sponsorship for the duration of your studies at GCU.

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

1.5 You agree that from the time that you use a CAS issued by GCU to obtain a visa and for as long as you hold such a visa, you will adhere to all rules, regulations and

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requirements as stipulated by the Home Office and by us regarding student visas. If you fail to do so, we may cancel your CAS or, if this is not possible, we will notify the Home Office or the British Entry Clearance Post of your breach. Home Office rules, regulations and requirements are available to read on the website: <u>http://www.ukba.homeoffice.gov.uk/visas-immigration/studying</u>.

- 1.6 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 <u>Fees and Refund Policy</u>.
- 1.7 If your application for a visa is refused, GCU reserves the right not to issue a second CAS.
- 1.8 Upon enrolment at GCU, you must provide us with a copy of your student visa. You must inform us if there is any delay in receiving your student visa.
- 1.9 You agree to provide us with the following information at registration and at such other times as GCU may determine to comply with its obligations as a Home Office sponsor:
 - 1.9.a Your current original passport containing your UK immigration status document and/ or original biometric residence permit (if applicable) on request, to enable the University to take a photocopy/electronic copy of the relevant pages;
 - 1.9.b any original documents relied on in support of your university application, on request;
 - 1.9.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;
 - 1.9.d prior written request to your academic School for any intended absence from your course for any period together with the reason for such absence and any supporting evidence;
 - 1.9.e prior notification of any intended withdrawal from your course, with supporting evidence of your enrolment with a different sponsor, change of immigration category or re-entry into your home country to be provided when it becomes available;
 - 1.9.f any other information or change in circumstances which could affect your immigration and visa status.
- 1.10 We are required to provide certain information about you to the Home Office if you do not comply with Home Office rules, including but not limited to where:

1.10.a your overall attendance is not deemed acceptable to the Home Office; or

1.10.b GCU considers that there has been a lack of progress in completing your

course; or

- 1.10.c you successfully complete your course in a shorter period than originally planned; or
- 1.10.d you cancel or we withdraw or suspend you from the course for any reason; or
- 1.10.e for any other reason at the Home Office's reasonable request.
- 1.11 You confirm that in the event of termination of the Agreement for any reason, you will not proceed with any visa application on the basis of your cancelled application. Please note that we will cancel any CAS we may have issued or, if this is not possible, we will notify the Home Office or the relevant British Entry Clearance Post of your cancellation.
- 1.12 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. In such cases, we may need to cancel your CAS (to comply with our Home Office requirements), and require you to reapply for your course from your home country.
- 1.13 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, GCU will assign you a CAS to enable you to apply for UK entry clearance/leave to remain as a student, provided that you satisfy the following conditions:
 - 1.13.a In the reasonable opinion of GCU, you are making satisfactory progress in your studies;
 - 1.13.b You have complied with all rules, regulations and requirements as stipulated by the Home Office and by us regarding student visas;
 - 1.13.c You are not a debtor to GCU;
 - 1.13.d Your application for a visa is processed through GCU's International Student Support Service (ISSS) only and not via a third party; and
 - 1.13.e We have no grounds to believe that your visa application could be refused.
- 1.14 If your application for a visa is refused, GCU reserves the right not to issue a second CAS.
- 1.15 If you cancel the agreement:1.15.a We will cancel any CAS we may have issued or, in the event that this is not

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possible, we will notify the Home Office or the British Entry Clearance Post of your cancellation; and

- 1.15.b You agree that you will not proceed with any visa application on the basis of your cancelled application.
- 1.16 Subject at all times to your compliance with these terms and with Home Office 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 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, the Home Office 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 documents to GCU immediately on receipt, failure to do so may result in us dismissing you from your course and terminating this Agreement.
- 1.17 After you have enrolled as a student at GCU and if you do not complete your course for any reason, you must:
 - 1.17.a provide us with written confirmation of your intention to either:
 - (i) leave the UK (either to return to your home country or otherwise); or

(ii) remain in the UK and, on what basis (for example, as a student undertaking a further course of study); and

1.17.b provide us with supporting documentation as evidence of your plans (for example, a copy of your return air flight ticket and passport stamps or an offer of admission from another sponsor).