

1. DEFINITIONS AND INTERPRETATION

1.1 "Agreement" means these terms and conditions and the attached letter;

1.2 "College" means the City of Glasgow College;

1.3 "Regulations" means the policies, procedure and strategies of the College which are available on the college website www.cityofglasgowcollege.ac.uk; and from the College library.

1.4 "You" shall mean the student identified in the attached enrolment form or by the enrolment information provided.

2. AGREEMENT

2.1 This Agreement sets out the whole agreement between you and the College. This Agreement starts when you notify the College that you accept a place on a course offered by the College.

3. CONDUCT

3.1 As a student of the College you are required to adopt a certain code of conduct which includes compliance with the College Regulations and Our Behaviours, which support the college values.

3.2 In addition to the above Regulations you shall not behave in ways which interfere with the work of the College or which in the opinion of the College is likely to damage the goodwill and/or reputation of the College (for example the use or sale of prohibited drugs or alcohol, gambling, disorderly conduct, wilful damage to the premises or equipment, copying another student's academic work, cheating in exams or other assessments and theft including computer software).

3.3 Any College property loaned to you shall be returned within the agreed timescale and in good condition. Failure to do so may result in charges being levied by the College at the College's sole discretion.

3.4 Any College monies loaned to you as a result of, for example, hardship must be repaid by you by the agreed date.

3.5 The College's Intellectual Property Rights dictate that the training content and materials are provided for your use only and the recording, copying, loan, hire or public broadcasting of such training materials is expressly prohibited.

3.6 Where you breach this Agreement the College's Disciplinary Procedures as intimated to you from time to time may be invoked.

4. COURSE CONTENT & CANCELLATION

4.1 The College reserves the right to make reasonable variations to the design, content and delivery of your course. The College reserves the right to discontinue courses or merge courses, if the College at its sole discretion considers such action reasonable. The College also reserves the right to cancel your offer or enrolment based on unsatisfactory academic performance.

5. COURSE LOCATION

5.1 The College reserves the right to relocate courses among its various campuses. If your course is affected by such a change, then you shall be given reasonable notice of the relocation.

6. ENROLMENT - PURPLE SMART CARD

6.1 As a condition of enrolment, you will be issued with a 'Purple Smart Card' (Student ID Card) which displays your photograph. This card has several uses including, allowing access to the College premises and for accessing library

services etc. During completion of the electronic enrolment process, your photograph will be taken. Shortly after enrolment, Purple Smart Cards will be printed and distributed.

7. COURSE WORK & PROGRESS

7.1 You shall have a responsibility to ensure that you are familiar with the College's academic regulations and procedures. Where these relate to the submission of your course work and course assessments, you should note that failure to meet specified deadlines in terms of your course work may affect your academic progress. If you are required to resubmit course work or course assessments then you may be liable to pay additional course fees and charges. Advice is available from the College on the kinds of Support for Learning available.

7.2 Information relating to your course work and assessments shall be provided as part of the College's induction process when you start your course. If you are unsure about academic regulations and/or procedures, then please contact your course tutor/course leader for assistance.

7.3 It is anticipated that you will make satisfactory progress in your course of study. If, however, you encounter difficulty in achieving progress, then it is recommended that you discuss the matter with your course tutor/course leader, who will advise you on the additional support that may be available.

8. PERSONAL PROPERTY

8.1 You shall be responsible for your own personal property whilst attending the College. The College shall not be liable for any loss of or damage to your personal property including computer hardware or software or data stored on computer files owned or used by you whilst undertaking your course of study. You should not leave valuable property in College lockers even if they are lockfast.

9. PARKING OF VEHICLES AND BICYCLES

9.1 You should not park your car on campus unless you have proper permission, via the Operations department. Car parking will only be available by application for students who have a disability where spaces are available.

9.2 The College accepts no responsibility for any loss or damage to any vehicle/bicycle or its accessories or contents whilst parked within the College grounds.

10. COURSE FEES & CHARGES

10.1 If you are a self-financing student (i.e. you pay your own fees) then you shall pay all course fees and charges (e.g. exam fees) as a condition of enrolment.

10.2 Separate course fees and charges apply for all Non-EU students.

10.3 The full course fee will not be reduced for early withdrawal unless the reason for withdrawal meets the conditions of the College's Refund of Course Fee Policy (Section 10.3).

10.4 If you accept a place on a course but withdraw from the course prior to enrolment or enrol but never attend, then the College reserves the right to charge up to 100% of the course fee as detailed in the College Refund policy.

10.5 If an organisation or some other person intends to pay your College fees and charges on your behalf, then you shall be responsible for providing the College with satisfactory evidence of the arrangement. If by the date of enrolment the sponsoring organisation or person fails to provide evidence or fails to make payment, then you shall

be held personally liable for the College's fees and charges.

10.6 If you apply for a fee waiver/remission, then you shall produce relevant documentation to prove that you are eligible in terms of the College's Fee Waiver Policy. Should your application prove to be ineligible, then you shall be personally liable to pay the College's full course fees and charges.

10.7 Unless otherwise stated by the College, fees and charges shall be payable on enrolment. In exceptional circumstances an instalment plan may be agreed with the Head of Finance. If an invoice is issued for College fees and charges, then payment shall be made within thirty (30) days. If you fail to make payment, then the College reserves the right to withdraw you from your course of study.

10.8 If you are having difficulties paying your fees please contact the Finance section for advice as soon as possible.

10.9 When payment is overdue, the College reserves the right to charge interest on the amount overdue at such rates as may be permitted by law from time to time.

10.10 In all cases, the College reserves the right to take legal action to recover outstanding payments.

10.11 Course fees relate to the core provision of your course of study. The College reserves the right to make additional charges, which in its reasonable opinion would be appropriate. Normally these additional charges shall be intimated in the College prospectus or appropriate course leaflet. For some courses, you shall be responsible for providing your own course materials and related equipment. You shall normally be notified of this situation in the College's website, prospectus, appropriate course leaflet or during your course interview and/or induction.

11. GUARANTEES & REFUND POLICY

11.1 The College shall not refund tuition fees and charges unless it determines at its sole discretion to do so.

11.2 No refunds shall be made for casual or any other type of absence from your course.

11.3 The refund policy is available on request from the College's Finance Section.

11.4 The College is committed to eliminating unlawful discrimination, harassment and victimisation; advancing equality of opportunity between different groups; and fostering good relations between different groups. If you experience any from or contract any material medical or health condition; are absent or have difficulties for any other reason, the College where possible, will support you in completing your particular course. However, the College does not warrant or guarantee this will be possible in all cases.

11.5 The College does not warrant or guarantee that you shall obtain any employment, articulation or progression as a result of completing your course.

12. ATTENDANCE - FULL TIME STUDENTS ONLY

12.1 You shall attend regularly the course of study in respect of which a bursary/SAAS Award is granted. Full details of the Attendance Policy for full-time students shall be made available to you at the start of your course or alternatively you can obtain a copy from the College's Student Services Section or the appropriate faculty.

13. DATA PROTECTION & DISCLOSURE

13.1 Personal data provided by you may be kept in a manual filing system. In addition information will be held in

the College's computerised management information systems (Unit-E, library etc). The personal information shall be used by College staff to record your enrolment details and subsequent academic progress, performance and attendance.

13.2 Data collected shall also be used to compile College grant claims and the preparation of statistical information. The information shall be available to a range of external funding organisations, Colleges, sector bodies and auditors who are required to carry out audits on the College's financial and student records systems.

13.3 The College collects and analyses equality data across "protected characteristics" to examine the make-up of its students. Equality data is monitored to identify trends and ensure fairness. Collecting and analysing equality data supports the College in meeting its Strategic Plan and Diversity & Equalities Strategy. No individual student would ever be publicly identified and data is held securely in accordance with Data Protection requirements.

13.4 If your education/training is sponsored by an external organisation including an employer, then the College may disclose relevant information on your progress, performance and attendance to the sponsoring organisation. Equality data will not be disclosed.

13.5 Data collected may be disclosed to Government departments and/or agencies. This could include, for example, the Benefits Agency, Scottish Ministers. Any such transfers of data will be handled in accordance with the Data Protection Act 1998.

13.6 For students under the age of 25 on 1st August 2015, the College intends to share the following information about you with Skills Development Scotland (SDS) for example: Your name, your address (including post code), your date of birth, course code details and Scottish Candidate number. Should you leave your course prior to its completion, this will allow SDS to contact you to offer advice and support should you wish. It will also enable SDS to conduct research and analysis into student destinations

13.7 Data on your academic progress shall be disclosed to educational awarding bodies such as the Scottish Qualifications Authority (SQA).

13.8 For full time students, residing in Glasgow, the College may share the following information about you with Glasgow City Council, for the purposes of Council Tax reduction. The information shared will include: Your name, address, contact details, date of birth, Course title, start date, end date/ leaving date. This information will allow Glasgow City Council to process Council Tax reduction requests made by full time students. If you would prefer that we did not share this information with Glasgow City Council please tick the appropriate box during enrolment.

13.9 If you are under 16 years of age, then information may be disclosed to your parent(s) or your legal guardians.

*(For students who have applied for a place on a course through the Student Services Admissions system.) Parental consent to attend the college is required for a student who is under 16. A parental consent form and guidance note will have been sent to you with your letter offering you a college place. As a condition of enrolment, your parent/guardian is asked to countersign this agreement to indicate that they understand the agreement that you and they are entering into with the college

13.10 Under the Data Protection Act 1998 you are entitled to obtain a copy of any computerised record maintained by the College which relates to you. An administration fee of £10 shall be charged for any such request. If you wish to have access to your College computerised record, then please contact the Head of Student Data & Research.

14. TERMINATION OF AGREEMENT

14.1 This Agreement shall end at the Course end date or if your course of study with the College is terminated as a result of:

- (a) Disciplinary action
- (b) Unsatisfactory academic performance
- (c) Non-payment of any sums due by you to the College.

14.2 In addition to Clause 13.1 above, the College may terminate this Agreement where:

- (a) Between accepting an offer and starting your course, there is a change in your circumstances, which in the

reasonable opinion of the College makes it inappropriate for you to enrol on your course.

- (b) The College becomes aware of information (e.g. unspent criminal convictions), which makes it inappropriate for you to continue on your course.
- (c) It becomes apparent that you have withheld or supplied false or misleading information relating to your course application and or enrolment, which in the reasonable opinion of the College makes it inappropriate for you to continue on your course.

14.3 If the College terminates this Agreement then you shall:

- (a) Be required to cease studying and attending the College.
- (b) Be required to return immediately all property owned by the College and loaned to you.
- (c) Be required to immediately pay all outstanding fees.

14.4 If the College reasonably and properly terminates this Agreement, then the College shall not be liable for any loss or damage you may suffer as a result.

15. CITY LISTENS: FEEDBACK AND COMPLAINTS

15.1 The College is committed to maintaining high standards and one of the ways in which we can improve our service is by listening and responding to your views. If you have a complaint, please speak to your tutor, course leader or relevant manager in the first instance as they may be able to deal with the situation immediately. If you would prefer to put your views in writing then please do so by using one of the following methods:-

• Interactive online forms available from the "about us" section of the College website • Leaflets are available from all reception areas

• email: complaint@cityofglasgowcollege.ac.uk or feedback@cityofglasgowcollege.ac.uk

All complaints and suggestions are treated seriously and dealt with fairly, sensitively, quickly and in confidence.

16. GOVERNING LAW

16.1 The terms of these Conditions shall be governed by Scots law and the parties submit to the jurisdiction of the Scottish courts.