

These terms and conditions apply when you enrol to study at City of Glasgow College.

## **1. Introduction**

- 1.1 These terms and conditions represent an agreement between the City of Glasgow College (“the College”) and you, a student of the College. By accepting a place on a course delivered by the college, you accept these terms and conditions in full, which, along with your offer, the College’s policies and procedures (<https://www.cityofglasgowcollege.ac.uk/about-us/policies-plans-and-reports>) and the most recently published prospectus (available on our website), form the contract between you and the College in relation to your studies at the College. This is known as the “Contract”.
- 1.2 Any amendments made by the College to this Contract will be made available on the College’s website. If we are required to make any significant changes to the Contract, we will take reasonable steps to bring these changes to the attention of affected students as soon as reasonably possible.
- 1.3 Where there is a conflict between these terms and conditions and another document forming part of the Contract then these terms and conditions will take precedence and will apply.

## **2. Information you provide to the College**

- 2.1 It is your responsibility to ensure that all of the information you provide to the College and/or the UK Home Office and/or UK Visas and Immigration is true and accurate. In addition, you may be required to provide evidence of your Right to study.
- 2.2 If it is discovered that your application contains incorrect or fraudulent information, significant information has been omitted or you fail to provide satisfactory evidence, then the College may withdraw your offer or terminate your enrolment. The College may also withdraw your offer or terminate your enrolment if there is a significant change in your personal circumstances which makes it inappropriate for you to enrol.

## **3. Conditions of Admission**

- 3.1 Your admission to the College, attendance on a course and the right to access services and facilities is subject to you complying with the terms of this Contract which includes compliance with the Student Code of Conduct (<https://www.cityofglasgowcollege.ac.uk/about-us/policies-plans-and-reports>).
- 3.2 You should note that progression on your course and your final award are not guaranteed and are dependent upon your academic performance.

## **4. Changes to your Course**

- 4.1 The College reserves the right to make reasonable variations to the design, content and delivery of its courses.
- 4.2 The College reserves the right to discontinue or merge courses, due to events outside of the College’s reasonable control or if the College considers that such action is reasonably necessary in order to manage its resources.

## **5. Educational Provision**

- 5.1 The College shall use its reasonable endeavours to:
  - 5.1.1 deliver your course with reasonable care and skill and, as far as possible, in accordance with the description applied to it in the prospectus; and
  - 5.1.2 clearly explain the academic requirements of your course to you.
- 5.2 You must make every effort to fulfill the academic requirements of your programme, including submission of course work and other assignments and attendance at exams, on time and in accordance with relevant College requirements and the requirements of awarding bodies.
- 5.3 If you do not act in accordance with this contract or any of the documents referred to in it, the College may take disciplinary action against you under its Student Code of Conduct (<https://www.cityofglasgowcollege.ac.uk/about-us/policies-plans-and-reports>).

## **6. Liability**

- 6.1 Whilst the College takes reasonable care to ensure the safety and security of its students when on the College’s campus and/or when using the College’s services, the College cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.
- 6.2 The College shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the College.
- 6.3 The College shall not be liable for failure to perform any obligations under the Contract if such failure is caused by any act or event beyond the College’s reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving the College’s employees), fire, flood, storm and national emergencies (known as a “Force Majeure Event”). If the College is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to your studies.

## **7. Immigration**

- 7.1 If you are a national of a country outside the European Union, European Economic Area or Switzerland and subject to UK immigration control you will need to demonstrate, at the point of enrolment, that you have a valid immigration status to undertake your proposed course of study.
- 7.2 You must take responsibility for ensuring that you comply with the terms of your student visa whilst studying at the

college. Please note that if you choose to withdraw from your studies, if your enrolment is terminated by the College or if you are granted permission to interrupt your studies, this will affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.

7.3 Your visa will be revoked if your registration is terminated for any reason. In such circumstances you may not be entitled to a refund of any course fees already paid.

## **8. Course Fees, Charges and Refunds**

8.1 Unless otherwise stated by the College, fees and charges are payable as a condition of 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 must 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.

8.2 The full course fee will not be refunded for early withdrawal unless the reason for withdrawal meets the conditions of the College's Refund of Course Fee Policy (<https://www.cityofglasgowcollege.ac.uk/about-us/policies-plans-and-reports>).

8.3 You will not be deemed to have enrolled until your fees have been paid or you have produced satisfactory evidence that your fees will be paid by a sponsoring authority or other organization (including SAAS), on receipt of the College's invoice. You will be personally liable to pay your fees if a sponsoring authority fails to do so.

8.4 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 (<https://www.cityofglasgowcollege.ac.uk/about-us/policies-plans-and-reports>). Should your application prove to be ineligible, then you will be personally liable to pay your fees.

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

8.6 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.

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

8.8 Course fees relate to the core provision of your course of study. In addition, you may incur additional expenditure on items such as specialist equipment or study visits. These additional charges should be intimated in the College prospectus or appropriate course information. In addition, small charges may be made in some subjects for such items as course materials, equipment, photocopying or printing; detailed information may be obtained from the applicable Faculty.

## **9. Data Protection**

9.1 The College processes and stores information about all potential and successful applicants to the College. The College uses the information from your application:

9.1.1 to process your application, to collect feedback and to send you information about the College; and

9.1.2 if your application is successful the College will also use this and additional information provided by you and others to deliver your course, to provide educational and support services to you, to monitor your performance and attendance, to collect feedback and for management activities such as strategic planning, statistical analysis, equal opportunities monitoring and maintaining our IT systems;

9.1.3 you should refer to the College's Student Privacy Notice (<https://view.pagetiger.com/Student-Privacy-Notice>) for detailed information about how we look after your personal data, including how we collect and use your data, how long we keep your data for, who we may share your data with and why, and your rights under data protection law.

## **10. Termination of Agreement**

10.1 This Agreement shall end at the course end date or if your course of study with the College is terminated by the College.

10.2 The College reserves the right to exclude you from the College if you wilfully and persistently neglect your academic work to such an extent that there is no reasonable possibility of you being able to proceed to the next stage of your course. You should also note that progression on your course and your final award are not guaranteed and are dependent upon your academic performance.

10.3 The College also reserves the right to exclude you from the College for disciplinary offences, for non-payment of debts owed to the College, or for inadequate attendance or performance on your programme, in line with the relevant College policies and procedures (<https://www.cityofglasgowcollege.ac.uk/about-us/policies-plans-and-reports>).

10.4 If the College terminates this Agreement then you must:

(a) no longer attend the College;

(b) return any property owned by the College and loaned to you; and

(c) pay all outstanding fees.

## **11. Feedback and Complaints**

11.1 If you have feedback or a complaint (<https://www.cityofglasgowcollege.ac.uk/about-us/feedback-complaints-and-appeals>) about the College, you should follow the College's complaints procedure (<https://www.cityofglasgowcollege.ac.uk/about-us/feedback-complaints-and-appeals>). This procedure has been produced to help the College to resolve any complaints or address any issues you may have as promptly, fairly and amicably as possible.

## **12. Governing Law**

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