

INTO Glasgow Caledonian University

Terms & Conditions for Integrated Programmes 2016/2017

Effective from 8th March 2017

INTO Glasgow Caledonian University Terms & Conditions

Important

1. Application of the Terms and Conditions

- a.** These terms and the offer letter (together the “Terms and Conditions”) set out the contractual terms which apply between INTO Scotland LLP (“INTO Centre” or “INTO”) and students (“Students”) in relation to the English language courses and/or academic programmes and any other INTO courses (the “Course”).
- b.** As such, Students should ensure they read the Terms and Conditions very carefully before signing and submitting their application for admission to the INTO Centre.

2. Application to the Course and Confirmation of Acceptance

- a.** To apply for a place on a Course, Students should complete their application and submit it to the INTO Admissions Office.
- b.** INTO may accept or reject applications in its absolute discretion. If INTO accepts the application, INTO will issue a written offer of a place on a Course to the Student (including any conditions relevant to the offer) (the “Offer Letter”) together with an acceptance form for the Student to confirm their acceptance of the offer of the place.
- c.** In order to accept the offer, the Student must:
 - i.** complete and return to INTO the acceptance form confirming acceptance of the offer of the place indicated in the Offer Letter;
 - ii.** pay a deposit as described in the Offer Letter which will be used towards the tuition fees due for the Course. The amount of the deposit required will be shown in the Offer Letter; and
 - iii.** pay the Uniplan Insurance premium (details of which are set out in this brochure) and submit the completed Uniplan form to INTO or provide proof of an acceptable alternative insurance cover.
- d.** After completion of the actions listed in paragraph 2c above, the contract between the Student and INTO is formed. However, if the offer is ‘conditional’, the contract shall not come into force unless and until the Student meets the conditions of the Offer Letter and completes the actions listed in paragraph 2c above.

3. Tuition fees and payment

- a.** The balance of the invoice including tuition fees payable for the Course, enrolment fee and any insurance fees (if applicable) payable must be paid to INTO no later than six weeks prior to the start date of the Course (which is stated in the Offer Letter). Details of indicative course dates are included in this brochure.
- b.** The invoice including tuition fees, enrolment fee and insurance fees (if applicable) must be paid in full in pounds sterling by cheque, banker’s draft, bank transfer, credit card or debit card.
- c.** If bank, credit or debit card charges are incurred by INTO on such payments, where these charges have been incurred through no fault of INTO, these will be re-invoiced to the Student’s account so that INTO receives the payment in full.
- d.** Tuition fee deposits are non-refundable unless the Student is unable to meet visa entry requirements (in which case the Student will be required to provide an official visa rejection letter to INTO – further details of

which are set out in section 10 below) or meet conditions of offer (details of which are set out in section 11 below)

e. Any variation to standard payment terms will only be made by prior agreement in writing by the Centre Director of the INTO Centre.

f. The prices stated in this brochure are valid for confirmed bookings (with payment) received by INTO on or after 01 January 2016 and until further notice. Please contact INTO for further details or visit the website.

g. Refunds of any payment made to INTO will only be made to the individual or organisation that originally paid the funds. If a third party has paid the funds on behalf of the Student we are unable to refund the funds directly to the Student and any refund will be made directly to the third party who originally paid the funds.

h. Refund of any payment made to INTO can only be made to the account from which the payment was made originally. Proof of payment such as a receipt or a bank statement showing payment from that account must be produced for a refund to take place. Failure to do so may delay the refund severely or prevent it altogether.

i. INTO will not accept payment for cash sums greater than a total of £500 during the period the student contracts with INTO. Refunds will not be paid via cash. INTO reserves the right not to accept any payment by cash at its own discretion.

4. Other fees

a. One to one tuition – Any Students who require 1:1 tuition must agree such tuition with the INTO Centre in advance. English language tuition will be charged at £75 per hour and will be invoiced in advance. One to one for other subjects may be available and charges may vary. For such tuition, the student should speak to the Academic Director in the INTO Centre in the first instance.

5. Overdue fees

a. In cases of overdue payment of any of the fees owed by the Student, INTO reserves the right to suspend or cancel tuition and to charge interest on the outstanding balance. Interest will be charged on any outstanding fees at the rate of 2.5% above the base rate of Barclays Bank per month or part thereof from the due date (either six weeks prior to course commencement or date of receipt of visa) until payment.

b. INTO reserves the right to withhold any academic results or certificates, if fees are still owed by the Student at the end of their Course.

c. Fees remain payable if a 'notice of withdrawal' has not been given in accordance with these Terms and Conditions.

6. Changes to Confirmation of Acceptance for Studies ("CAS")

a. INTO will issue a CAS, no more than six months before the Student's first Course start date provided that:

i. the Student's offer is unconditional; and

ii. the Student has paid their deposit or full fees as set out in the Offer Letter.

b. Before issuing the CAS, INTO will confirm with the Student that the details to be included in the CAS are correct. Once the student has confirmed that the details are correct, INTO will submit the details to the Home Office.

c. If the Student requests any changes to the information on the CAS (other than an update to the 'Fees paid to date' information after making further payments) after INTO has submitted the details to the Home Office and a new CAS is required, the Student will be charged for each request at the then prevailing rate. At the time of going to print the cost is £21 but is subject to review by the Home Office.

7. Cancellation charges

a. Subject to paragraphs 8 and 9 below, if the Student wishes to cancel their place on the Course prior to the Course commencing, then, unless such cancellation is due to visa refusals, and/or academic and/or English Language conditions on the Student's Offer Letter not being met, the following charges apply:

Academic programmes, English for University Study, and Pre-sessional English Courses

- Tuition fee cancellation charges:

Four weeks or more before commencement: cancellation fee of £500

Less than four weeks before commencement: cancellation fee of £1000

Cancellation after course commencement: cancellation fee of one term's full fees (excluding Pre-sessional, where full fees apply)

- Accommodation fee cancellation charges:

Four weeks or more before commencement: cancellation fee of £500

Less than four weeks before commencement: cancellation fee of £1000

b. Cancellations must be made in writing to the INTO Admissions Office, One Gloucester Place, Brighton, BN1 4AA. Cancellations will become valid on the day the written notice is received by INTO.

c. Cancellation charges will be deducted from the deposit and/or tuition fees paid by the Student or, if no deposit and/or tuition fees have been paid by the Student, INTO will invoice the Student for the cancellation charges. Payment shall be due within 30 days of the date of such invoice.

d. Cancellation of a Course results in the cancellation of any Uniplan Insurance policy. We will refund your premium less:

- i.** a charge for the period you have been insured, unless you have travelled, or a claim or an incident likely to give rise to a claim has occurred, in which case no refund will be due. And
- ii.** a £25 administration charge.

8. Leaving a Course early

a. If a Student wishes to withdraw from their Course, they must notify the INTO Centre in writing as described above in the section 'Cancellation charges'. Once a student has arrived in the UK and commenced their course in the centre, there will be no refund of fees.

b. Accommodation cancellation charges will apply as outlined at paragraph 21 below.

9. Contracts made by distance communication

a. If INTO has made its offer for a place on the Course and the offer has been accepted by the Student solely by means of distance communication (i.e. if up to the point when the contract is concluded there has been no face-to-face contact between the Student and INTO or INTO's representative) then the contract between us is a "Distance Contract".

b. Students are entitled to cancel a Distance Contract at any time up to the earlier of:

- i.** 14 days from the date when the Distance Contract is concluded; or
- ii.** the date on which the Student starts the Course.

c. In order to cancel the Distance Contract, the Student must inform INTO in writing at the INTO Admissions Office, One Gloucester Place, Brighton, East Sussex, BN1 4AA within the time periods set out in paragraph (b) above.

d. If any payment has been made by the Student to INTO under these Terms and Conditions prior to the date of cancellation then a full refund will be provided by INTO using the same payment type as soon as possible but, in any event, within 30 days of receipt of the Student's notification of cancellation.

10. Cancellation or deferral because of Visa refusal/Visa delays

a. Students are entitled (provided such refusal / delay is not the result of any fraudulent activity) to cancel or defer a Course due to refusal or non receipt of a necessary visa providing that the Student informs the INTO Admissions Office in writing and sends evidence to INTO of the visa refusal or that the Student advises INTO that they have not yet received the relevant visa from the Embassy as early as possible and in any event no later than two weeks after the Student's proposed Course start date (or one week for English for University Study and Pre-sessional English courses).

b. Cancellation charges (except for Uniplan Insurance cancellation fees which will apply as outlined above in paragraph 7d) will not be incurred in the circumstances described in paragraph (a) above provided that the Student complies with the notice requirements set out and any deposit and/or tuition fees already paid will be refunded accordingly. Failure to provide the relevant information in the timescales set out in paragraph (a) will

result in normal cancellation charges applying as set out in paragraph 7 and no fees already paid will be refunded.

c. If the visa refusal states that the visa has been refused due to any type of fraudulent activity by (or with the approval of) the Student then, notwithstanding paragraph 10b, the Student shall be liable for full deposit which will become non-refundable and the total of all claims, damages, losses (including consequential and indirect losses) and expenses incurred as a result of such fraud and the need to comply with any associated internal or external investigation.

11. Cancellation because conditions of offer are not met

a. If INTO's offer to the Student is conditional upon the Student meeting the requirements set out in the Offer Letter. INTO reserves the right to withdraw its offer to the Student if the requirements of the Offer Letter are not met.

b. If a Student does not meet the conditions of the Offer Letter (Academic or English language), provided that the Student informs INTO in writing and sends evidence that the conditions have not been met as early as possible but at least four weeks before the Course start date, no cancellation charges will be payable by the Student to INTO. This information must arrive at the INTO Admissions Office in the UK no later than four weeks before the Course start date or the day after the Student's exam results are published (if this falls after the four week cut off point). If INTO receives the relevant information (including evidence of the date of publication of the results if this falls after the four week cut off point) within the timelines outlined above, any deposits/fees already paid (minus the Uniplan Insurance cancellation fees as outlined above in paragraph 7d) will be refunded by INTO to the Student. Failure to do this will result in normal cancellation charges applying (as set out above) and no fees will be refunded.

12. Deferrals

a. A Student may defer the start of a Course if the Student has been prevented by external events from starting the Course, up to a maximum of two occasions. An external event includes (without limitation) serious illness or injury of the Student or of a close member of the Student's family.

b. Students must ensure that any request to defer is accompanied by a full explanation of the reasons for the request, is presented in writing and reaches the INTO Admissions Office in the UK at least six weeks before the Course start date. If INTO receives the request after this date, normal cancellation charges will apply (see the 'Cancellation charges' section above). The request should also include details of the Student's preferred new start date for the Course.

c. All deferrals are subject to the availability of the requested chosen new Course start date at the time INTO receives the Student's request to defer.

d. Any deferral requests in excess of the two occasions referred to above will be considered by the INTO Admissions Office on a case-by-case basis and acceptance of a deferral request will be at the INTO Admissions Office's sole discretion.

e. On the basis that a new CAS will need to be issued if a request to defer is successful, the Student will be charged the fee in respect of the new CAS (as described in paragraph 6c above).

f. Student accommodation will need to be re-booked and is subject to availability.

g. If the reason for deferral is due to visa refusal, the provisions set out under section 10 above shall apply.

13. Academic criteria and attendance

a. Students are accepted onto the Course on the strict understanding that progression through the Course and successful completion of the Course are conditional upon satisfactory attendance and successful attainment of specified progression grades.

b. Students are accepted onto the Course on the strict understanding that they attend all classes. By signing the application form, the Student accepts that if they fail to attend classes without good reason, or without the permission of the Programme Manager for the Course or a member of the Centre Senior Management Team, they may be deemed to have withdrawn or be required to leave the Course. In the case of students studying on a Tier 4 visa, the Centre may also report the situation to the Home Office.

- c.** During the Course induction all Students will be made aware of the criteria for successful completion of the Course. The assessment of student performance may take into consideration coursework, internal centre examination results, attendance, effort in class and homework.
- d.** Students who do not meet the academic and/or any other attainment criteria for successful completion will not be allowed to proceed with their intended study plan. In such cases, Students will be offered advice on suitable alternative study options.
- e.** Students who do not meet the attainment criteria for progression from an English language programme, or who are identified as being at serious risk of not meeting the attainment criteria for progression from an English language programme, to their intended Course of study (including Extended courses) will be offered advice on alternative study plans which may include further study on the English language Course. In some cases, an alternative study plan may involve additional time and expenditure with regard to tuition and accommodation fees.

14. English language admissions criteria

- a.** Offers are made to Students for both English language and academic Courses on the basis of the certification provided by the Students that they meet the admissions criteria. If, however, the results from the tests and assessment procedures on arrival provide clear evidence that a Student's actual level of English language proficiency is significantly lower than claimed and lower than that required for their designated Course or for visa entry purposes, then the Student will be formally advised of the results and of their options.
- b.** Where 14a applies, Students will not be allowed to proceed with their original Course and will be advised as to possible alternatives. Such alternatives may include:
 - i.** an alternative study plan which may involve additional time and expenditure with regard to tuition and accommodation fees; or
 - ii.** if the English Language level is below the level for visa entry purposes then the Student will have to return home.

15. Behaviour, welfare and attendance

- a.** By signing the application form, the Student consents to INTO requesting and receiving any relevant information from any University school, service or centre concerning the Student's behaviour, welfare and attendance, and to allow the efficient operation of the Centre.
- b.** If the Student has welfare and/or pastoral problems or concerns, the Student should in the first instance refer to the INTO Student Handbook or contact the Head of Student Services or the Student Services team.
- c.** By signing the application form the Student agrees to adhere to the INTO Centre Code of Practice.

16. Class times and sizes

- a.** For all Courses, classes will normally be held Monday to Friday between the hours of 08:00 and 19:00 but INTO reserves the right to hold classes outside of these times.
- b.** Average class size is 17 with a maximum class size of 25 for English for University Study and English language modules on academic courses. However, where appropriate, classes may be combined for university style lectures.
- c.** Lessons will take place in the form of classes, seminars, workshops and lectures. Academic subject class sizes will vary depending on the learning format (e.g. lecture, seminar, lab practicals).
- d.** Examinations may be held in the evening, on weekends and public holidays, and at venues outside of the main centre.

17. Holidays

- a.** No regular classes will take place at INTO on recognised UK public holidays
- b.** No refunds will be made for classes not taking place on these dates.
- c.** On occasion examinations may be held on these dates. Term dates relevant to individual Courses are published in this brochure and no classes will take place outside these dates.

18. Arrivals

- a.** Students must arrive in the UK on the Saturday or Sunday before the Course start date and register and enrol at the Centre on the published start date.
- b.** Late arrivals – INTO expects all Students to arrive and start their Course on the scheduled start date. However, INTO recognises that Students are sometimes delayed for unavoidable reasons (these would include, for example, cancellation of, or delays to, flights or other transport). In exceptional cases, the INTO Centre will allow Students to arrive up to two weeks after the published start date for academic Courses and up to one week late on English language Courses. Unavoidable late arrivals must be approved in advance by the Head of Admissions of INTO as soon as the Student becomes aware that he or she will not arrive in time for the scheduled start date.
- c.** Students on Pre-sessional courses MAY NOT arrive late.
- d.** If, due to late arrival, a new CAS has to be issued, there will be a charge for the issuing of the new CAS (as set out in paragraph 6c above).
- e.** No discount or refund of fees will be given for late arrivals.

19. Accommodation

- a.** At the time of application to the Course, Students are invited to select their preferred accommodation. INTO aims to provide the accommodation as requested but, if this is not available, INTO reserves the right to provide an alternative type of accommodation. This will be charged at the published rate for such accommodation as set out on the fees page within this brochure.
- b.** Accommodation is allocated as per the instructions on the application form and upon receipt of the signed copy of the student's acceptance form and payment of the appropriate accommodation deposit (as evidenced by the Student's invoice). Under 18s are required to stay in INTO accommodation unless full details have been provided of alternative living arrangements with a named adult over the age of 21.
- c.** Students will be sent a copy of the accommodation terms and conditions with their offer letter and are required to agree to them when returning the acceptance form.
- d.** The accommodation deposit is described in the Offer Letter. Accommodation is guaranteed once the deposit has been paid, the student has returned a ticked and signed Acceptance Form, and the Student has received confirmation that the type of room they have requested is available.
- e.** INTO accommodation is only available to Students who are registered on fulltime INTO Courses.
- f.** Accommodation is not available to family members of Students (unless they are also registered on full-time Courses at INTO).
- g.** INTO advises Students to insure their personal belongings. INTO shall have no liability for any loss, theft and/or damage to Students' personal belongings. INTO can provide details of insurance policies on request.
- h.** Where a Course spans a holiday period accommodation fees will still be charged for those periods.

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- i.** Damage and sundry expenses deposit – All Students will be required to pay a damage and sundry expenses deposit of £500 which will be invoiced at the time of booking their course and shall be payable at least six weeks prior to the start date of the Course. Such deposit is refundable at the end of the Course minus any costs not already paid in Centre for any damages, exceptional cleaning or fines which have been incurred either to the residential/homestay accommodation or the premises and/or facilities which are discovered during occupancy or once an inspection has taken place after the Student's departure. The INTO Centre will repay any monies owing within 60 days of the Student's final Course end date.
- j.** The damage and sundry expenses deposit is to cover outstanding damages and repairs once the Student has vacated the property and/or any fines or damage charges incurred during the study period remaining unpaid at the time of the Student's departure.
- k.** Breakages – Students are responsible for payment of any damage caused by them to property owned or occupied by the University (where applicable) or the INTO Centre. Students in residential accommodation may be required to sign an inventory on arrival and departure. The INTO Centre reserves the right to recover costs for damage or exceptional cleaning from Students. Any damage which requires repairs and/or exceptional cleaning which occurs whilst the Student is living in the property or is required following the Student's

departure will be charged to the Student separately at the going rate. Any damage discovered during the student's stay will be invoiced at that time and payment will be due immediately. Charges for damage discovered after departure will be deducted from the deposit payable by the Student as set out in paragraph 19i above. If the amount due is in excess of the deposit paid by the Student, INTO will invoice the Student for the excess amount. The Student shall pay any such amounts to INTO within 30 days of the date of the invoice.

20. Accommodation fees

a. All accommodation fees for the entire duration of the accommodation booked must be paid in full in pounds sterling by cheque, banker's draft, bank transfer, credit or debit card at least six weeks prior to the start date of the Course. If bank, credit or debit card charges are incurred by INTO on such payments, where these charges have been incurred through no fault of INTO, these will be re-invoiced to the Student's account so that INTO receives the payment in full.

21. Accommodation changes or cancellation when a Student has arrived and moved into their Accommodation

a. Residential/homestay accommodation – In all cases except visa refusals, Students who wish to cancel their accommodation booking will be subject to the cancellation fees as set out in the copy of the accommodation terms and conditions they will have received with their Offer Letter.

b. Students are bound by the terms and conditions of their accommodation contract.

c. Full accommodation charges will apply during any notice period as outlined in the accommodation contract.

d. No change to the type of accommodation arrangements will be made without the written permission of the Head of Student Services or the Centre Director. This permission will only be given in exceptional circumstances. If a Student makes a change to his/her accommodation arrangements or leaves accommodation provided by INTO without the prior written consent of the Centre Director, the Student shall remain liable for the full accommodation payments invoiced or reserved at the time of confirmation.

e. A Student under the age of 18 may only move to agreed alternative private accommodation where the Student's parent or guardian have certified to INTO that this is the case and that the provision of accommodation by INTO is no longer required. For the avoidance of doubt the Student shall remain liable for the full accommodation payments invoiced or reserved at the time of confirmation in respect of the vacated property.

f. Residential accommodation may not be available over the two week Christmas period to Students who are under 18 years old. The INTO Centre can assist with alternative arrangements which may incur an additional charge.

22. Airport pickups

a. Airport pickups may be booked as specified earlier in this brochure. The airport pickup will be for the passenger named on the application form only or for named Students if Students agree in advance (and notify **INTO**) that they wish to share an airport pickup.

b. Additional family members or chaperones accompanying the named passenger will be charged additional fees.

c. The first 30 minutes of waiting time is included in the fee as specified in this brochure. Additional fees may apply for waiting periods longer than 30 minutes.

d. Fees will only be refunded for 'missed pickups' if the Student informs INTO, by telephoning the INTO emergency telephone number (as publicised in the pre-departure guide), that their pickup will not be required or that they will be delayed before they leave the departure airport, or if they have arrived at their destination airport and the transfer is a no show, they telephone the INTO emergency telephone number (as publicised in the pre-departure guide), that their transfer is a no show before they leave the arrival airport.

e. Airport transfer fees must be paid for at least 6 weeks prior to the course start date.

f. Airport pickups are compulsory for students under 18, unless parents provide INTO with evidence that they have made alternative arrangements for the collection of their child from the UK entry airport. A similar compulsory delivery of students under 18 to their departure airport applies.

23. Travel to the INTO Centre

- a.** INTO expects Students to assist INTO with its Green Travel Plan, as maybe reasonably required.
- b.** Students may not bring cars to campus unless otherwise agreed in advance by INTO. Please contact INTO for further details of our Green Travel Plan.

24. Record keeping duties under TIER 4 Immigration rules (PBS)

- a.** INTO is required to keep a copy of Students' passport, identity card for foreign nationals or United Kingdom immigration status document and Students' UK contact details.
- b.** Under the TIER 4 Immigration rules (PBS) the sponsor licence holder will report to the Home Office in the following circumstances:
 - i.** if the Student fails to enrol on the Course within the enrolment period;
 - ii.** if the sponsor licence holder stops being the Student's immigration sponsor for any other reason, for example, if the Student is withdrawn or moves into an immigration category that does not need an approved education provider;
 - iii.** if there are any significant changes in the Student's circumstances, for example, if the length of a course of study becomes shorter; or
 - iv.** if INTO has any suspicions that the Student is breaking any conditions attached to their permission.

25. Medical treatment and accident insurance

- a.** Acceptance by the Student (or by his/her parent or legal guardian if the Student is under 18), of a place to study at the INTO Centre indicates that the Student (or parent/legal guardian if the Student is under 18):
 - i.** gives permission for the administration of first aid and appropriate nonprescription medication to the Student if required; and
 - ii.** if the Student is under 18, for INTO to recommend that the Student seeks medical, dental or optical treatment when required.
- b.** All Students must maintain a valid and comprehensive medical and accident insurance policy for the duration of their stay. Students unable to provide evidence of adequate cover at the time of their application are required to take up the Uniplan Insurance cover as a condition of enrolment.

26. Students who are under 18

- a.** INTO strongly recommends that parents appoint a UK based guardian of at least 21 years of age for **international Students under 18 years of age**.
- b.** If parents are making their own arrangements for either guardianship services or a friend or family member in the UK to act as guardian to the Student, then evidence of these guardianship arrangements and contact details thereof must be supplied at time of confirmation.
- c.** Parents of Students under 18 must sign a consent form authorising nominated INTO staff to act (on behalf of the parent) in the case of an emergency. They must also complete a medical information form. The forms will be included with the INTO offer documents and must be completed and returned to INTO at the confirmation stage. Confirmation documents will not be issued unless these forms are returned. Failure to return these forms could result in a Certificate of Acceptance for Studies not being issued.
- d.** In the case of Students under 18, any reference in these Terms and Conditions to liability of Students shall also infer liability on the parents or guardian of the Student and such liability is joint and several.

27. Student information

- a.** Students agree that copies of their regular reports on their academic progress and performance can be supplied to parents, sponsors or agents without notification, by completing the student record section of the application form.
- b.** Students agree that if INTO has serious concerns about their welfare, INTO can contact their parents or family members without notification. Consent is hereby given by the Student to the above until formally withdrawn in writing.

c. Students and, if the Student is under 18, the Student's parents/guardians/ sponsors hereby consent that the Student's records and achievements, images and sound may be used for promotional purposes, by completing the student record section of the application form.

d. INTO is obliged to report visa status, attendance records and UK contact details to relevant UK government bodies and will do so in accordance with its legal obligations under relevant legislation (including under the Data Protection Act 1998).

e. INTO may disclose information about the Student for the purposes of (without limitation):

i. the administration of justice;

ii. the exercise of any functions of either House of Parliament;

iii. the exercise of any functions conferred on any person by or under any enactment;

iv. the exercise of any functions of the Crown, a Minister of the Crown or a government department; and/or

v. the exercise of any other functions of a public nature exercised in the public interest by any person i.e.

necessary for legitimate purposes and justified by the Data Protection Act.

f. INTO will process personal information provided to it by Students in accordance with the Data Protection Act 1998 and any other applicable data protection legislation. For further information about how INTO handles and uses personal data please see INTO's Privacy Policy which can be viewed at www.intohigher.com/uk/en-gb/footer/legal-and-privacy.aspx.

g. INTO will only use the personal information provided to it by Students in order to provide and administer the course. Please note that personal data may be shared between INTO and the university partner where applicable, as necessary in order to provide and administer the course. Any personal data shared is in accordance with the Data Protection Act 1998 and with any other applicable data protection legislation. Students acknowledge and agree that by providing their personal details, INTO may also pass their personal data to external agencies or other selected third parties for the purposes of seeking participation in student surveys, undertaking academic audits or ensuring compliance with INTO's regulatory responsibilities.

28. Liability

a. Subject to the following, INTO (including its staff and/or representatives) shall have no liability to the Student for any loss, damage, costs or expenses arising under or in connection with these Terms and Conditions except where such loss or damage is directly caused by INTO (or its staff or representatives).

b. Where such loss or damage is directly caused by INTO (or its staff or representatives), INTO's liability shall, subject to the following, be limited to 150% of all fees paid or payable by the Student to INTO.

c. Notwithstanding any other provision in these Terms and Conditions, nothing shall exclude or restrict INTO's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.

d. INTO shall have no liability for failure or delay to supply the Course and/or any service contemplated by these Terms and Conditions due to circumstances beyond its reasonable control.

29. Disclaimer

a. This brochure is prepared in advance of the academic year to which it relates. The information is correct at the time of going to press and the Courses and services described herein are those which INTO is planning to offer. However, INTO reserves the right, to amend, add or remove any, Course and/or services set out in this brochure and/ or the timetable, delivery, content syllabus and assessment of such Courses. The University (where applicable) also reserves the right to amend the regulations governing those Courses without prior notice. INTO therefore strongly recommends that immediately prior to making any application to INTO or accepting any offer from INTO. Students should refer to the most up-to-date version of the Course descriptions and specifications and the regulations on the INTO website.

b. INTO also reserves the right to make variations to the contents and methods of delivery of the Courses and services, to discontinue, Courses and services, and to combine and merge Courses, if such action is reasonably considered to be necessary by INTO.

c. Applicants to INTO Courses will be notified as soon as practicable of any material changes likely to have a bearing on their application, such as cancellation of, or major modification to Courses offered, changes to

accommodation provision or fees and charges to be levied by the university partner where applicable

d. INTO, in marketing its Courses, aims to comply with the British Code of Advertising Practice issued by the Advertising Standards Authority.

e. Applications to universities for undergraduate or postgraduate courses are governed solely by the applicable terms and conditions of that university, and not by these Terms and Conditions.

30. Equal opportunities

a. INTO operates an equal opportunities admissions policy. It aims to ensure that no applicant will receive less favourable treatment on the grounds of age, sex, marital status, race, colour, nationality, ethnic origin, sexual orientation, or political or religious belief.

b. INTO welcomes applications from candidates with disabilities.

31. Entire agreement

a. These Terms and Conditions and the Offer Letter constitute the entire agreement between INTO and the Student for the provision of English language Courses and/or academic Courses and any other INTO Course.

b. These Terms and Conditions supersede any promises, representations, warranties – whether written or oral – made by or on behalf of one party to the other.

32. Changes to these Terms and Conditions

a. INTO reserves the right to vary these Terms and Conditions without the consent of the Student at any time prior to entering into a contract with the Student. In such circumstances, INTO will provide a revised set of Terms and Conditions.

33. Transfer of these Terms and Conditions

a. INTO may assign, transfer, or sub-contract in whole or in part some or all of the benefit and/or burden of these Terms and Conditions.

34. Severance

a. If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) are invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.

35. Governing law and jurisdiction

a. The formation, existence, construction, performance, validity and any dispute (including non-contractual disputes) arising out of or in connection with the subject matter or formation of these Terms and Conditions shall be governed by and construed in accordance with English law.

b. The English Courts will have exclusive jurisdiction to settle any disputes (including any non-contractual disputes), which may arise out of or in connection with these Terms and Conditions. Students and INTO agree to submit to the exclusive jurisdiction of the English Courts.

36. Average and maximum class sizes

a. Average class size is 17 with a maximum class size of 25 for English for University Study and English language modules on academic courses. However, where appropriate, classes may be combined for university style lectures.

37. Other fees

a. Text books – Text books and/or appropriate Course materials will be supplied to Students on enrolment for International Foundation, International Diploma, International Graduate Diploma, English for University Study or Pre-session English Courses. Students will be invoiced for the text books and/or appropriate Course

materials immediately following receipt by INTO of the Student's acceptance of the offer of a place on the Course and such invoice is payable at least six weeks before the start date of the Course. The approximate cost of text books and/or appropriate Course materials will be £200 per academic Course (3 terms), £265 per academic Course (4 terms), £305 per academic Course (5 terms), £70 per term for the English for University Study and £70 for Pre-sessional English courses.

b. Laboratory fees – Students who are enrolled on science-based academic Courses (i.e International Certificate pathways in Computing, Engineering and Built Environment; Engineering; Science) shall be charged an additional fee of £350 per academic year to cover the use of laboratory facilities. This fee will be invoiced to the Student immediately following receipt by INTO of the Student's acceptance of the offer of a place on the Course and such invoice is payable at least six weeks before the start date of the Course.

38. University placement and progression

a. Students who pass the International Foundation Course but do not meet the criteria for progression onto further study at Glasgow Caledonian University may, at INTO's sole discretion receive a refund of all tuition fees paid if, having complied with INTO staff advice with regard to their university application, they have not been offered a place at a UK university on a course appropriate to their qualification.

b. Students who successfully complete the International Foundation, International Diploma or International Graduate Diploma Course and who meet the individual entry requirements of Glasgow Caledonian University for their chosen degree will be permitted to progress onto their course provided they have received a conditional offer and met the terms of that offer and any other University entry requirements.

39. Behaviour, welfare and attendance

a. By signing the application form the Student agrees to adhere to INTO Glasgow Caledonian University's Disciplinary and Attendance Policy, which requires attendance of at least 95%. The student should refer to the Disciplinary and Attendance Policy provided at induction. Students will be registered with Glasgow Caledonian University and will therefore be required to abide by the rules and regulations of Glasgow Caledonian University. This information is available in different formats. Please contact the Centre to request a copy

40. Banking Regulations

a. INTO abides by the guidance of the Financial Action Task Force (FATF) and our banking service providers in relation to taking actions to help prevent money laundering and terrorist financing.

b. INTO is bound by international banking restrictions regarding payments to and from certain countries. These restrictions are amended regularly and INTO reserves the right to amend its payment acceptance procedures accordingly to ensure that it is compliant with these restrictions.

c. INTO reserves the right to refuse to [accept applications from prospective students or to] accept any payments where INTO reasonably believes that in doing so, it risks being in breach of the provisions set out above in paragraph 37.

d. At February 2017, in line with current global banking restrictions, INTO will not accept applications from students domiciled in the following countries/territories: Cuba, Iran, Syria, North Korea, Sudan and the Crimean Peninsula.

e. Payments made from a restricted country or territory will be blocked by our global banking partner. In such cases, the payment will be dealt with under the sanction policy of the bank to which the payment was remitted.

41. In the event of any conflict between the provisions of INTO Glasgow Caledonian University Terms and Conditions and Glasgow Caledonian University Student Terms and Conditions, the INTO Glasgow Caledonian University terms shall prevail until 11/09/17 and the Glasgow Caledonian University terms shall prevail thereafter

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

<http://www.gcu.ac.uk/gaq/regulationsandpolicies/assessmentregulationsandassosiatedpolicies/>

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

<http://www.gcu.ac.uk/student/about/regulations/index.html>

"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 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

<http://www.ukcisa.org.uk/content.aspx?CategoryID=2438#Becoming-%27home%27-after-the-course-has-started->

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 0BA, email 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 <http://www.gcu.ac.uk/hls/media/gcalwebv2/theuniversity/academicschools/sls/psytimetables/FtP%20SHLS%20Version%20June%202012.pdf> 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, 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 <http://www.gcu.ac.uk/student/regulations/criminalconvictionsdeclaration/> 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

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.

23 In the event of any conflict between the provisions of INTO Glasgow Caledonian University Terms and Conditions and Glasgow Caledonian University Student Terms and Conditions, the INTO Glasgow Caledonian University terms shall prevail until 11/09/17 and the Glasgow Caledonian University terms shall prevail thereafter.

SCHEDULE 1

Model cancellation form

To Glasgow Caledonian University, Admissions and Enquiry Service, Cowcaddens Road,

Glasgow, G4 0BA

Email: 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: