

CONTRACT BETWEEN YOU AND THE COLLEGE TERMS AND CONDITIONS

Please read this document carefully

It is important that you understand this document (the 'Contract') because it sets out the terms and conditions ('Terms') that will govern the contractual relationship between you and us.

By accepting our offer of a place at GSM London (the 'College' or 'we'), **you are agreeing to a legally binding contract**. If you do not wish to be bound by the Contract, you should not accept the offer.

KEY FEATURES OF THE CONTRACT

This document and the other documents it refers to set out:

- your rights and responsibilities as a student of the College;
- the services the College provides; and
- your programme.

This summary of key features is meant to help you understand your rights and responsibilities but does not replace those documents or the need for you read and understand them in full.

If you do not understand any part of the Contract, please ask us about it before accepting your place.

Admissions, GSM London, Meridian House, Royal Hill, Greenwich, London SE10 8RD

Phone: 020 8516 7800

Email: admissions@gsm london.ac.uk

Fees and payments: This contract commits you to paying tuition fees and additional charges relevant to your study. By accepting our offer, you agree to pay the fees and charges set out in our offer letter, in line with procedures in the Fees, Refunds and Debt Policy available on the College website. (Paragraphs 8.1 – 8.6)

Programme: This contract commits you to a particular programme. By accepting our offer, you agree that the details of your programme as shown in our offer letter and programme information sheet – including the location(s) where we will provide the programme – meet your needs. (Paragraphs 9.1 – 9.2)

Obligations: This contract commits you to obey the requirements of the College's articles of association, instrument of government, and regulations. By accepting our offer, you agree you have understood these requirements and will abide by them. (Paragraphs 7.1 – 7.3)

Changes: In exceptional circumstances, the College may need to cancel or change a programme. This contract commits you to participating in conversations about any changes that may be required, and commits the College to notify you as soon as possible, if the College has to make significant changes to your programme. (Paragraphs 14.1 – 14.5 and 15.1 – 15.8)

A. YOUR CONTRACT

1. ABOUT US

- 1.1 GSM London Limited is a private limited company.
- 1.2 We are regulated by the Department for Business, Innovation and Skills, and the Higher Education Funding Council for England for our provision of higher education.
- 1.3 Our registered place of business is Meridian House, Royal Hill, Greenwich, London SE10 8RD. You can contact us at this address or through the 'Contact us' section of the website (www.gsmlondon.ac.uk).

2. YOUR CONTRACT WITH THE COLLEGE

- 2.1 Our offer letter is our offer to provide the Services to you, subject to you meeting the Terms.
- 2.2 Your Contract with the College is made up of the following documents:
 - (a) our offer letter;
 - (b) these Terms; and
 - (c) the College's Consolidated Policies and Regulations (the 'Regulations') – including codes of practice, regulations, and policies; and rules and procedures – as amended.
- 2.3 If there are inconsistencies between the documents in your Contract, the documents will prevail in the order given in clause 2.2.

3. WHEN YOUR CONTRACT BECOMES BINDING

- 3.1 For undergraduates and postgraduates who receive their offer directly from the College, the Contract is formed and therefore becomes binding when you accept our offer of a place at the College.
- 3.2 For undergraduates who receive their offer through UCAS, the Contract is formed and therefore becomes binding either:
 - (a) when you accept your offer as your 'firm choice'; or
 - (b) if you accept your offer as your 'insurance choice' and it automatically becomes your firm choice (i.e. because you do not get the grades needed for your original firm choice).
- 3.3 Whether you receive your offer directly or through UCAS, you have a statutory right to cancel your Contract – please see clause 11 for more information.

4. EXPIRY OF YOUR CONTRACT

- 4.1 Unless the Contract is terminated earlier, it will end on the completion of your programme, whether or not the College confers an award on you.

B. YOUR OBLIGATIONS

5. YOUR REGISTRATION AND ENROLMENT

5.1 You agree to:

- (a) comply with any conditions set out in our offer letter including the deadline for registration;
- (b) inform the College of any current or prospective criminal convictions, in line with the Applicants with Criminal Convictions policy [[Website Link to Policy](#)]; and
- (c) if necessary, get and maintain the correct visa entitling you to enter and remain in the United Kingdom for the purpose of study in line with UK Immigration Rules, as amended.

5.2 In line with clause 15 below, we may change the conditions of our offer. This will be for exceptional reasons outside our control, such as a change in entry requirements imposed on us by:

- (a) the awarding body of the qualification;
- (b) a professional, statutory or regulatory body; or
- (c) a change in the law.

5.3 After you register with the College, you are required to enrol at the start of your programme and to re-enrol as required by the College. We will confirm in writing your deadline for re-enrolment, which will usually be on an annual basis.

Please read all registration and enrolment information carefully. If you do not comply with the relevant conditions or deadlines, the College may terminate the Contract early and may not permit you to begin or continue to study at the College.

6. YOUR ATTENDANCE, PARTICIPATION AND STUDY

6.1 You agree:

- (a) to participate fully in your programme including attending and taking part in all scheduled classes and activities; spending enough time on private study; making proper use of the resources available; and submitting work on time, all in line with the Attendance and Participation Policy [[Website Link to Policy](#)];
- (b) to let us know and give reasons if you are unable to attend scheduled classes and activities or submit assessments, in line with the Extenuating Circumstances Policy [[Website Link the Policy](#)];
- (c) to let us know and give reasons if you will be unable to attend or participate in your programme for an extended period, in line with our policies on Interruptions of Study [[Website Link to Policy](#)] or Student Pregnancy, Adoption, Maternity, and Paternity [[Website Link to Policy](#)];
- (d) to notify us – or participate in a due process if we have been notified by someone else – if your physical, mental or social health or situation may make you unable to attend or participate in your programme or meet the requirements of a professional body, in line with the policies on Fitness to Study [[Website Link to Policy](#)] or Fitness to Practise [[Website Link to Policy](#)]; and
- (e) not to get or seek to get, or help another student to get or seek to get, an unfair advantage over other students taking any programme with the College, in line with the regulations on Academic Misconduct [[Website Link to Policy](#)].

You should read these regulations and policies carefully. If you breach them, the College may impose sanctions. These may include suspension from access to our facilities or termination of your membership of the College.

7. YOUR COMPLIANCE WITH THE REGULATIONS

- 7.1 In accepting a place with the College, you agree to familiarise yourself with the Regulations and, unless otherwise agreed, we will expect you to obey the latest versions of these that are in force at any point during your study, and as published on the College website [\[Website Link\]](#).
- 7.2 The Regulations include instructions about learning and teaching, student behaviour, assessment; use of services and facilities; payment of fees or charges; health and safety; and intellectual property.
- 7.3 In line with clauses 15 below, we may change the Regulations from time to time if we need to:
- (a) incorporate sector or awarding-body guidance or good practice;
 - (b) reflect changes in the external environment, including legal, financial, or regulatory changes;
 - (c) incorporate feedback from students, external examiners or professional bodies;
 - (d) better meet the needs of our students; or
 - (e) improve the clarity or consistency of our approach.

Please read all the Student Regulations carefully. If you breach them, the College may impose sanctions. These may include suspension from access to our facilities or termination of your membership of the College.

8. PAYING YOUR TUITION FEES, DEPOSITS AND DEBTS

- 8.1 In accepting our offer, you agree to pay or make acceptable arrangements to pay the College all deposits, fees, charges and expenses when these fall due in line with the Fees, Refunds and Debt Policy [\[Website Link to Policy\]](#).
- 8.2 The College will invoice you (or, if applicable, a third party paying on your behalf) for the tuition fees, to be paid on the date stated in the invoice. If the third party does not pay in full by the due date, we will invoice you for the balance and you will be fully liable for it.
- 8.3 If we require a deposit, your place is not guaranteed until the deposit is paid by the stated date. If it is not paid by then, we may withdraw the offer of a place on the programme or terminate the Contract without giving you further notice.
- 8.4 If you or any third party who is supposed to pay your tuition fees fails to pay them in full by the date stated in the invoice, we may charge interest on any outstanding fee or charge at an annual rate of 5% above the Bank of England base rate.
- 8.5 We may make reasonable additional charges to cover costs or to ensure the availability of services for the benefit of all students (for example, by fining students who misuse library services or our property), in line with the Schedule of Regulatory Charges [\[Website Link to Schedule\]](#).
- 8.6 We may vary these charges annually. Any increase will be no more than 1% above annual inflation, measured as the average of the Retail Prices Index and Consumer Prices Index in the three months before the increase.

If you do not pay fees and charges when due, in line with the Fees, Refunds and Debt Policy, the College may impose sanctions. These may include suspension from access to our facilities or termination of your registration with the College.

C. OUR SERVICES

9. YOUR PROGRAMME

- 9.1 We will deliver your chosen programme in line with the descriptions in the prospectus and on the College's website unless we have to change its content and delivery because, for example, we need to:
- (a) maintain accreditation from or compliance with the requirements of a professional, statutory or regulatory body;
 - (b) respond to desirable developments in a subject area (e.g. changes in teaching practices);
 - (c) safeguard academic standards or quality, for example, in response to external examiners' feedback; or
 - (d) respond to feedback from students or external examiners.
- 9.2 If we make a change, we will notify you as soon as we reasonably can in line with clause [].

10. SUPPORT SERVICES

- 10.1 We will provide the learning facilities (e.g. the library, IT, laboratory and other facilities) described in the prospectus and on the College website, provided we are not prevented from doing so by circumstances beyond our reasonable control. In such circumstances we will take reasonable steps to provide acceptable alternative facilities.
- 10.2 We may vary or withdraw Support Services in line with clause 15 if we reasonably consider such actions are necessary, for example, because:
- (a) events beyond the College's reasonable control prevent us delivering a service temporarily or permanently (see also clause 14.3);
 - (b) information technology systems need essential maintenance work, upgrades or repairs;
 - (c) health and safety or other legal reasons apply; or
 - (d) improvements and changes are being made to our property and facilities.
- 10.3 When we reasonably can, we will try to reduce the impact of such withdrawals on you, for example by substituting similar services and warning of forthcoming changes or likely periods of non-availability.
- 10.4 We cannot guarantee that all Support Services will be available at all times to all students but will try to provide a reasonable level of provision when the College is open.

D. TERMINATION OF THE CONTRACT

11. YOUR STATUTORY RIGHT TO CANCEL

- 11.1 Under the Consumer Contract (Information Cancellation and Additional Payments) Regulations 2013 you have the right to cancel your acceptance of our offer within 14 days without giving a reason.
- 11.2 To use your right to cancel this Contract, you must inform us of your decision to cancel by a clear statement (e.g. a letter by post, fax or email) to the address for notices below (see clause []). You may use the attached model cancellation form (please see Appendix 1), but you do not have to.
- 11.3 If you cancel your acceptance within the 14-day cancellation period, we will reimburse all the payments we have received from you without undue delay, and in any event not later than 14 days after the day you inform us of your decision to cancel.
- 11.4 If you asked to begin your programme during the cancellation period, you must pay us an amount that is proportionate (compared to the full coverage of the Contract) to the services we provided before you informed us of your decision to cancel.

12. TERMINATION BY THE COLLEGE

- 12.1 Without liability, the College may terminate your registration with the College if you are in material breach of the Contract and in particular if at any time:
- (a) we find that you (or anyone acting on your behalf) have provided false, incomplete or misleading information or statements about your application for admission;
 - (b) you fail to continue satisfying the entry requirements relevant to your programme;
 - (c) you fail to meet the requirement to register in the first year of your programme or fail to re-register in subsequent years within the required timescale;
 - (d) you do not prove you are currently entitled to enter and remain in the United Kingdom for the purpose of study in line with the UK Immigration Rules;
 - (e) we decide you are not fit to continue to be registered as a student with the College in line with our policies on Student Behaviour and Discipline, Students who acquire a Criminal Conviction; Fitness to Study; or Fitness to Practise (for students registered on certain programmes leading to a professional accreditation or qualification);
 - (f) you fail to comply with reasonable requests for information, to make declarations or to meet specific requirements of your programme;
 - (g) you are judged to have failed – after going through any appeals procedure – to meet the required standard of your programme in line with the Regulations, including failure in a core module, failure to meet specified attendance and participation requirements, failure to complete assessments; or
 - (h) you fail to pay any tuition fees by the due date we specify. This includes where you have an agreement with a third party for them to pay your tuition fees on your behalf, because you are contractually responsible for paying fees.
- 12.2 If we terminate your Contract, you will no longer be entitled to begin or continue your programme.
- 12.3 In its absolute discretion, the College may refund pre-paid tuition fees on a proportionate basis for the unexpired period of the Academic Year. However, the College will retain an amount to cover its reasonable losses and costs as a result of the termination, including any deposit paid.

E. AMENDING THE CONTRACT

13. DEFERRAL OR TRANSFER OF STUDY

- 13.1 If we permit you to defer your place or transfer between programmes, we will regard it as amending your Contract with the College. It will be subject to your continued acceptance of the Terms and the Regulations.
- 13.2 After a deferral or transfer, the College will amend your Contract, if necessary, before you start or restart your programme. Your enrolment on the programme will be your consent to the amendment.
- 13.3 You may not amend any other part of your Contract without our prior written consent.

14. STOPPING OR SUSPENDING A PROGRAMME

- 14.1 Before the Contract begins, we may stop or suspend a programme if:
- (a) a low number of applications, offers or acceptances means we cannot guarantee a good student experience;
 - (b) we are concerned about the quality of the programme or the administrative and other support services being provided by our staff or those of a collaborating organisation;
 - (c) suitable numbers of sufficiently qualified staff are not available to provide the programme;
 - (d) the College or a collaborating organisation does not or will not have suitable teaching and learning resources, including the buildings and facilities, to provide the programme;
 - (e) a commissioning, accrediting or regulatory body or employer withdraws its allocation of places, accreditation, support or funding for a programme;
 - (f) events beyond the College's reasonable control prevent a programme being provided temporarily or permanently (see also clause 11.2); or
 - (g) the programme is no longer viable for academic, regulatory, legal, market-related or financial reasons.
- 14.2 If the above factors are within our control, we will give prospective students as much notice as reasonably practicable. We will not stop or suspend any programme after 28 calendar days before it is due to start.
- 14.3 If the above factors are outside our control, we may not be able to notify students or prospective students in advance. But if we can do so, we will give notice as soon as we reasonably can.
- 14.4 Only in exceptional circumstances, including those in paragraph 14.1, would we normally stop or suspend a programme after you have begun your studies. Instead we would make reasonable endeavours to provide the programme in line with the information provided as part of this Contract.
- 14.5 If we have to stop or suspend your programme after you have accepted an offer or at any time during your programme, we will:
- (a) on request, use our reasonable endeavours to provide a suitable alternative programme at the College (for which tuition fees will be payable) or suggest a suitable programme at another educational institution;
 - (b) if you will not be studying further at the College, refund any tuition fees (including any deposit) already paid on a proportionate basis for the unexpired period of the term or academic year for which you have pre-paid the tuition fees; and
 - (c) subject to clause 17, consider on a case-by-case basis any evidence you provide of direct costs incurred or foreseeable losses suffered because we have stopped or suspended your programme.

15. AMENDMENTS TO THE CONTRACT – GIVING NOTICE, ETC

- 15.1 If we intend to change any element of the Contract, we will consult student representatives in advance unless the change is needed for regulatory or legal reasons or events beyond our reasonable control make consultation unnecessary.
- 15.2 If we change any element of the Contract, the College will take reasonable steps to lessen its impact and minimise disruption to your study wherever we reasonably can. We will do so, for example, by giving reasonable notice of changes before they become effective, or by phasing in the changes, if appropriate.
- 15.3 If we change any element of the Contract, we will give you notice as soon as we reasonably can. We will update the College website as soon as we reasonably can to reflect the changes.
- 15.4 Most changes to the Contract will become effective from the start of the next academic year. We may make in-year changes for reasons beyond our control or when we reasonably consider it to be in our students' interests or it is required by law or by funders.
- 15.5 If we change any element of the Contract and have given you notice under paragraph 15.2, we will regard you as having consented to the change unless you give us notice in writing that you do not consent. You can do this by notifying the College in line with our published procedure within three weeks of being notified of the change.
- 15.6 On receiving your written notice under paragraph 15.2, the College will arrange to discuss the matter with you formally within a reasonable period and seek to find a resolution to which both parties can agree. If no resolution can be agreed within a reasonable period, you have a right to withdraw from your programme or terminate your Contract.
- 15.7 If, in the circumstances in paragraph 15.6, you decide to withdraw from your programme, you must notify the College in writing and give your reason for withdrawal. The College will then:
- (a) on request, use its reasonable endeavours to provide a suitable alternative programme at the College (for which tuition fees will be payable) or suggest a suitable programme at another educational institution;
 - (b) if you will not be studying further at the College, refund any tuition fees (including any deposit) already paid on a proportionate basis for the unexpired period of the term or academic year for which you have prepaid the tuition fees; and
 - (c) subject to clause [], consider on a case-by-case basis any evidence you provide of direct costs incurred or foreseeable losses suffered as a result of our stopping or suspending your programme.
- 15.8 Additionally, if you do not think the change is fair, you may wish to seek redress under the Student Complaints Policy and Procedure. [\[Website Link\]](#)

F. LIABILITY

16. GENERAL

16.1 The College does not accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:

- (a) all damage to your property (including to personal IT equipment, vehicles and bicycles parked on College campuses) unless it is caused by the negligence or default of the College or its staff;
- (b) the non-return of work you have submitted for assessment;
- (c) personal injuries or death except as far as it is caused by the negligence of the College or its staff;
- (d) all indirect and consequential losses, however arising; and
- (e) loss of opportunity and loss of income or profit, however arising.

16.2 We cannot limit our liability in negligence for personal injury or death. There is a limit on our remaining liability or any other liabilities in contract, tort (civil wrong causing loss or harm), breach of statutory duty or misrepresentation. This limit is the value of tuition fees paid by or on behalf of the prospective student or student to the College or any amount the College receives from its insurers for that particular loss, whichever is the greater.

16.3 The College will consider individual circumstances via the relevant student complaints procedure.

17. NO LIABILITY FOR EVENTS BEYOND OUR OR YOUR CONTROL

17.1 Neither party is liable to the other for any failure or delay in performing its obligations under the Contract if this is due to a cause beyond the party's reasonable control.

17.2 This includes government actions, war, riots, civil commotion, acts of terrorism, occupations, fire, flood, epidemic, labour disputes (including those involving a third party's workforce) and extreme weather or similar events often called 'acts of God'.

18. CONNECTING PERSONAL IT EQUIPMENT TO THE COLLEGE NETWORK

18.1 Students may not connect personal IT equipment to the College network except as set out in the 'IT Usage Policies and Regulations' [[Website Link to Policy](#)]

18.2 Students connecting to the network do so on the basis that they accept all risks associated with the connection (e.g. virus attack). They also accept that the College is not liable, except for loss or damage caused directly by negligence or breach of contract by the College or its staff. Further, they accept that the College is not liable for any indirect and consequential losses.

G. GENERAL

19. INTERPRETATION AND JURISDICTION

- 19.1 This Contract is governed and interpreted in line with English law. You agree to submit to the exclusive jurisdiction of the English courts for resolving any disputes that may arise out of or in connection with this Contract or your studies.
- 19.2 If a court holds that any term, condition or provision in the Contract is invalid, unlawful or unenforceable to any extent, the rest of Contract remains in force.
- 19.3 The headings in the Contract are included for reference only and do not affect its interpretation.

20. ENFORCEMENT

- 20.1 This Contract is enforceable only by you and the College. No other person has any rights in connection with it. The Contracts (Rights of Third Parties) Act 1999 is excluded.
- 20.2 If you or the College do not enforce a part of this Contract, this neither removes the right to enforce that part of it nor affects the right later to enforce any part of it.
- 20.3 This Contract excludes – to the maximum extent permitted by law – all representations, warranties, terms and commitments not expressly set out in the Contract (whether implied by law, conduct, statute or otherwise).

21. NOTICES

- 21.1 We regard you as having received any notice we serve under these Terms and any correspondence from the College two working days after we send it to your address as notified by you to us. However, we regard notices served by email as received on the date sent.
- 21.2 We are entitled to assume that the last home and term-time addresses you have notified us of are current. So you must keep the College informed of any changes to them.
- 21.3 You may regard any notice you have given the College about this Contract as properly served if you send it by first-class post or email to the following address.

Academic Registrar
Meridian House
Royal Hill
Greenwich
London
SE10 8RD
registrar@gsmlondon.ac.uk

*GSM London
Academic Registrar
March 2016*

APPENDIX 1

MODEL CANCELLATION FORM

To Academic Registrar, [insert address] ([insert fax and e-mail addresses where available]))

I [student name] give notice that I [student name] cancel my contract for the supply of the following service
[INSERT DESCRIPTION OF SERVICES]:

Ordered on: _____

Received on: _____

Name of student:

Address of student:

[Signature of student:]