



University
of Glasgow

Student Terms and Conditions

August 2023

UNIVERSITY OF GLASGOW
STUDENT TERMS AND CONDITIONS

1.	THE STUDENT CONTRACT	2
2.	INFORMATION ABOUT US AND HOW TO CONTACT US	4
3.	THE ADMISSION STAGE.....	4
4.	REGISTRATION	6
5.	HOW WE MAY USE YOUR PERSONAL INFORMATION.....	7
6.	TUITION FEES AND OTHER CHARGES	7
7.	DEPOSITS PAYABLE FOR CERTAIN POSTGRADUATE PROGRAMMES.....	10
8.	ADDITIONAL SUPPORT REQUIREMENTS	11
9.	PROGRAMME AND COURSE TRANSFERS	12
10.	OUR RIGHTS TO MAKE CHANGES TO PROGRAMMES AND COURSES.....	12
11.	THE STANDARD YOU CAN EXPECT FROM US	14
12.	THE STANDARD WE EXPECT FROM YOU.....	14
13.	INTELLECTUAL PROPERTY POLICIES AND REGULATIONS	16
14.	IF YOU ARE NOT HAPPY – COMPLAINTS HANDLING PROCEDURE.....	17
15.	OUR RIGHT TO MAKE CHANGES.....	17
16.	OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU UNDER THIS CONTRACT	18
17.	YOUR RESPONSIBILITY FOR INSURANCE.....	19
18.	CONFIDENTIALITY	19
19.	HOW THE STUDENT CONTRACT MAY END	20
20.	RIGHTS AND OBLIGATIONS FOLLOWING THE END OF THE STUDENT CONTRACT	24
21.	OTHER IMPORTANT TERMS.....	25

UNIVERSITY OF GLASGOW

STUDENT TERMS AND CONDITIONS

1. THE STUDENT CONTRACT

1.1 **Why you should read the Student Contract.** The Student Contract is a legally binding agreement between you and the University of Glasgow (the **University**) and is formed when you accept an offer of a place on a programme or course (whether taught or research-based) at the University and reconfirmed when you register for each academic year during your programme. You should therefore read the documents listed at Section 1.3 below carefully before you accept an offer of a place and/or prior to registration for the next academic year if you are already a student.

1.2 **What is the Student Contract?** The Student Contract sets out your rights and obligations as well as the University's rights and obligations. It applies from the point you accept your Offer throughout your period of study at the University. Some of the terms continue to apply after you have left the University. These are set out at Section 20 below.

1.3 The Student Contract is made up of the following:

- (a) the terms of your offer from us (both any offer received through the University and Colleges Admissions Service (UCAS) (or any body which succeeds it) and/or the offer received directly from us by email or letter) (the **Offer**);
- (b) the terms and conditions set out in this document (the **Student Terms and Conditions**), which may be revised, amended or updated by us from time to time in accordance with Section 15 below; and
- (c) the **Regulations** set out in the *University Regulations* (our academic regulations are published annually and include the Student Code of Conduct which can be found at: <https://www.gla.ac.uk/myglasgow/apg/policies/uniregs/>) which may be revised, amended or updated by us from time to time in accordance with Section 15 below.

All of these documents together comprise the Student Contract. If there is ambiguity or conflict between any of these documents, then the terms of the Student Terms and Conditions will take precedence over both the Offer and the Regulations and the Regulations will take precedence over the Offer.

1.4 The Student Contract tells you: who we are; the terms on which we will provide the relevant programme or course; the University's Regulations with which you must comply together with your other obligations to us, our staff, and to your fellow students; how you and we may change or end the contract; what to do if there is a problem; and other important information.

- 1.5 We appreciate that there is a lot of information to take in and that not all of it will be directly relevant to you (for example, some information only applies to our international students, other information, particularly in the *University Regulations*, relates to particular Colleges). We have tried to use plain English. However, it is your responsibility to read and meet all of your obligations under the Student Contract just as it is our responsibility to meet our obligations under it.
- 1.6 There are some terms that we think are particularly important:
- (a) **Section 6.7** which sets out what happens if you fail to pay any tuition fees which are due
 - (b) **Section 10** which sets out when we may make changes to or cancel a course or programme
 - (c) **Section 16** which sets out what we are responsible for and what we are not responsible for
 - (d) **Section 19** which sets out how the contract may be brought to an end, including your cancellation rights
 - (e) **Section 20.2** which sets out when you may be entitled to a refund of tuition fees
 - (f) **Section 21** which sets out what happens in circumstances outside of our control, such as adverse weather or a public health emergency.

If there is anything you don't understand or would like further clarity on, please contact us (using the contact details set out at Section 2.2 below) <u>before</u> you accept your Offer.

- 1.7 **Please keep a copy of the Student Contract.** We recommend that you retain a copy of these Student Terms and Conditions and your Offer for future reference. If you cannot locate a copy of the *University Regulations* on our website, please let us know using the contact details set out at Section 2.2 below.
- 1.8 **Other contracts you may enter into during your period of study.** You may need to enter into additional separate contracts with us with respect to specific services that we provide, if you wish to receive those other services from us; they are not covered by the Student Contract. Examples include if we provide you with student accommodation or if you wish to become a member of UofG Sport in order to use our sports facilities. You may also need to enter into additional separate contracts with us with respect to specific requirements of a programme, for example fitness to practise requirements, agreements relating to apprenticeships, placements or international study, agreements relating to studentship projects or agreements relating to intellectual property.
- 1.9 We will let you know if any services or programme requirements are subject to separate terms and conditions and provide you with a copy of the relevant terms and conditions in advance.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are the University Court of the University of Glasgow incorporated under the Universities (Scotland) Act 1889 and having our principal office at University Avenue, Glasgow G12 8QQ, a registered Scottish charity in terms of Section 13 (2) of the Charities and Trustee Investment (Scotland) Act 2005 (Charity Number SC004401, Charity Name 'University of Glasgow Court').

2.2 **How to contact us.** Our contact details for the purposes of the Student Contract are as follows:

Applicants who have not yet registered with the University

Business hours: Monday to Friday 9 to 5

<http://www.gla.ac.uk/enquireonline>

+44 (0)141 330 4515

1 The Square, Glasgow, G12 8QQ

For registered students

Business hours: Monday to Friday 9 to 5

studentservices@glasgow.ac.uk

+44(0)141 330 7000

Student Services Enquiry Team, Level 2, The Fraser Building, University Avenue, Glasgow G12 8QQ

2.3 **How we may contact you.** If we have to contact you we will do so by telephone, SMS, or by writing to you at the postal address you provide to us or, until your student email account is set up (see Section 2.4 below), a personal email address that you have provided to us. We will assume that the last email address, home address and term-time address that you told us about are the current addresses. You must tell us promptly if any of these change.

2.4 **Student email account.** The University will provide you with a student email account and we will normally use this email address to contact you. Any exceptions are listed in the Student Privacy Notice and/or during Registration via MyCampus. You must therefore check your University email account regularly.

2.5 **"Writing" includes email.** When we use the words "writing" or "written" in these terms, this includes email. If either you or the University is required under the Student Contract to notify the other about something, that notice may be sent by email and via MyCampus (for example, when we notify you about your exam results).

3. THE ADMISSION STAGE

3.1 **Information provided by you.** It is essential that all of the information you have provided (and will provide) to us (whether directly or through UCAS) is (or will be, when provided) true, complete and accurate. If it is discovered before you have completed registration that any information that you have provided is not true,

complete or accurate or that you have omitted relevant information that we have requested (whether directly or through UCAS), we may at our sole discretion amend your Offer or withdraw your Offer and end the Student Contract, in accordance with Section 19.5.

- 3.2 **Qualifications.** You may be required, at our request, to provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Our request will set out what evidence is required, but may include original exam certificates and/or direct confirmation from the awarding body. If you fail to provide such evidence to our reasonable satisfaction, we may at our sole discretion withdraw your Offer and end the Student Contract, in accordance with Section 19.5.
- 3.3 **Conditions of Offer.** Our Offer of a place to you may be conditional i.e. subject to you satisfying certain conditions (such as obtaining particular qualifications, or satisfying necessary legal or other requirements) or it may be unconditional. If a conditional offer is made, the Offer will set out the conditions which you will need to fulfil to obtain a place.
- 3.4 **Failure to meet any Offer condition.** If you have not fulfilled the conditions of your Offer before the date notified to you in your Offer or any later date notified by us to you, we may at our sole discretion withdraw your Offer and end the Student Contract, in accordance with Section 19.5.

<p>If there is any part of the Offer that you do not understand or do not know how to fulfil, please contact the central Admissions Office as soon as possible. You will find details of how to contact the central Admissions Office in the University Prospectus and on the University Website.</p>

- 3.5 **Deferred Entry.** If you have not yet completed registration (see Section 4 below) and wish to defer your Offer until the next academic period, please review the conditions of the deferral policy relevant to your level of study and follow the guidance published on the University website. Deferred entry is granted at our sole discretion.
- 3.6 **Tuition fee status.** Your tuition fee status will be set out in your Offer and will determine the tuition fees that you will pay for your programme or course. The University will determine your tuition fee status based on information provided by you in your application about your nationality and residence in accordance with Scottish Government legislation relating to tuition fees. You may be required, at our request, to provide satisfactory evidence of your nationality, area of permanent residence, domicile over the last 10 years to support our assessment of Fee Status. Our request will set out what evidence is required. If you fail to provide such evidence to our reasonable satisfaction, we may withdraw your Offer and end the Student Contract, in accordance with Section 19.5.

- 3.7 **Your right to appeal your tuition fee status.** If you think your fee status has been calculated incorrectly, you have 30 days from the date of notification of Offer to appeal. Your appeal must be made by completing a Fee Status Enquiry Form.
- 3.8 **Your tuition fee status will be binding for the duration of your programme or course.** Once the time period for appeals under Section 3.7 has lapsed, your tuition fee status will not change. By exception, if we discover that your immigration status changes during your programme or course, we will review your fee status to determine if your fee status should change.
- 3.9 **Widening Participation support.** A range of support is available for students from widening participation backgrounds, which may include an adjusted offer of entry, eligibility for financial support and access to dedicated support staff. Access to these services is based on information provided in your application, such as the postcode of your main address, however on occasion, we may need to contact you for further information or to verify details of your application. If you fail to provide any such information requested, you may not be eligible for the support you would otherwise be entitled to. Any information provided will only be used for the purpose of assessing your eligibility for widening participation support, for example, whether you have experienced living in care, are estranged from family, are an asylum seeker or refugee. Any request will set out what information or evidence is required.
- 3.10 **International Students and Immigration.** If you are a national of a country that is subject to UK immigration control, you have additional obligations and responsibilities to us. These are set out in Schedule 1 to these Student Terms and Conditions.
- 3.11 **Criminal Convictions.** If requested by the University, you must tell us about any unspent criminal convictions which you have received prior to your application or which you receive after your application has been submitted.
- 3.12 The Rehabilitation of Offenders Act 1974 allows most convictions to be considered spent after a certain period. This period – known as the rehabilitation period – is determined by the sentence or disposal given, rather than by the type of offence. If the rehabilitation period has not expired, then the conviction is considered unspent.

4. REGISTRATION

- 4.1 **Contact details.** The University operates a student information system known as MyCampus. You will be provided with information about how to register on MyCampus. You must provide your current contact details (term time and home contact details if different) via your MyCampus record including UK phone number, UK address and personal email address. You must update these details promptly following any change during your period of study at the University.
- 4.2 **Registration each year.** In accordance with [Regulation 1](#) of the *University Regulations*, you must complete the following stages of registration on MyCampus

prior to starting your programme or course and again at the beginning of each academic year of your programme:

- (a) Academic registration, where you confirm the programme on which you are registered; and
- (b) Financial registration, where you confirm the arrangements in place in relation to the payment of your tuition fees (See Section 6 for further details regarding tuition fees).

4.3 **What may happen if you fail to complete registration.** If you do not complete registration in accordance with Section 4.2 above, the University may withdraw your Offer and end the Student Contract in accordance with Section 19.5 below.

5. HOW WE MAY USE YOUR PERSONAL INFORMATION

5.1 **Collection and use of your personal information.** We are committed to protecting the privacy and security of your personal information and will comply with all applicable requirements of relevant data protection legislation. We collect and process your personal information for academic, advisory, support, administrative, legal, financial, management, statutory, pastoral, and health and safety reasons. Our **Privacy Notice** describes how we will collect, store, and use your personal information both during and after your period of study at the University.

Please read our Privacy Notice carefully. It can be found here:

<https://www.gla.ac.uk/myglasgow/dpfoioffice/gdpr/privacynotices/studentprivacynotice/>

5.2 **Disclosure to third parties.** In order to deliver your programme or course, we may need to disclose your personal information to certain third parties including certain of our contractors, agents and service providers, scholarship/bursary providers, professional accreditation bodies, placement providers, other universities involved in delivering your programme or course, debt collection agencies and relevant governmental departments and bodies. The third parties with whom your personal information may be shared and the purposes for which it will be shared, are set out in our Privacy Notice.

6. TUITION FEES AND OTHER CHARGES

6.1 **What tuition fees are payable?** The tuition fees applicable to your programme or course are set out in your Offer or associated communications issued before you accept the offer. Indicative tuition fee information is set out on the University Website. Your tuition fees cover your registration, tuition and one entry to the examinations appropriate to your programme or course and, in the case of full-time students (but not students of associated institutions), Students' Union fees. Your tuition fees also cover

your use of laboratories although for some postgraduate programmes additional bench fees are payable (see Section 6.2(c)).

6.2 **What other charges are payable?** In addition to your tuition fees, other charges may be applicable to you. The most common charges are listed below. The exact amount of these charges (or an estimate where such charges are variable) and details of how and when to pay them are set out on the University Website or Offer.

- (a) **Examinations-only fee.** Students who are eligible because of previous attendance at the University to sit degree examinations must pay a registration fee.
- (b) **Bench fees.** Some postgraduate research degrees require the payment of bench fees (to cover the costs of basic consumables, computing hardware and software and other costs relating to the research). The University will confirm the amount of any bench fees in your Offer.
- (c) **Adam Smith Business School application fee.** Students applying to postgraduate taught programmes in the Adam Smith Business School must pay a non-refundable application fee.
- (d) **Postgraduate resubmission fees.** Postgraduate students will be required to pay a fee for resubmitting their research thesis or dissertation for examination.
- (e) **Field Trips, Equipment and Books.** Some programmes and courses require mandatory field trips, equipment and reading lists which have a cost attached.
- (f) **Dyslexia Assessment fee.** You will be required to pay the cost of any dyslexia assessment requested by you. The University will reimburse you for this cost within two weeks of the results of the assessment unless the assessment findings do not confirm a specific learning difficulty.
- (g) **Replacement campus card.** You will be required to pay the cost of any required replacement campus card unless the card has expired, become inactive or damaged (in which case you must return the original card) or unless the card is stolen (in which case you must provide an official crime reference number).
- (h) **Library charges.** Charges apply to overdue loans, inter-library loan renewals, replacements of lost books (including inter-library loan books) and non-collection of inter-library loan books. Charges also apply to printing, binding and photocopying on University equipment.
- (i) **VAT or Sales Taxes.** If the laws of the country in which you are resident require any VAT or other sales taxes to be paid in respect of your tuition fees or other charges, you are responsible for payment of those taxes. Unless you are required by law to withhold or deduct any amount from your tuition fees or other charges in respect of those taxes, the University may apply such taxes on top of your tuition fees or other charges. If you are required by law to withhold or deduct any amount from your tuition fees or other charges in respect of those taxes, you shall pay to the University such additional amount as will ensure that the University receives the same total amount of tuition

fees or other charges that it would receive if no withholding or deduction had been made.

The University does not charge any fee to students for their graduation ceremony however you should note that there are costs attached to hiring a graduation gown for your graduation ceremony or having your photograph taken by the official photographer at the graduation ceremony.

6.3 **Increases to certain tuition fees on programmes lasting more than one year.** The University may increase the tuition fees applicable to home students studying on undergraduate programmes taking into account mandated rates set by SAAS. The University may increase the tuition fees applicable to home and rest of UK students studying on full-time postgraduate taught and postgraduate research programmes each year, taking into account inflation and running costs (in the case of postgraduate taught programmes) and mandated rates set by UK Research & Innovation (in the case of postgraduate research programmes). The University may increase the tuition fees applicable to home and rest of UK students studying on externally funded part-time postgraduate programmes, where the funder increases the funding available to the University.

6.4 **You are personally responsible for paying your tuition fees and other charges.** Even if you may have made arrangements with a student finance authority (for example SAAS) or third party sponsor to pay your tuition fees on your behalf, you remain personally responsible for payment if they do not pay your tuition fees. It is your responsibility to resolve any disputes you may have with your student finance authority or third party sponsor.

Details of how you can pay your tuition fees, including how to let us know about arrangements you have made with student finance authorities or third party sponsors, can be found on the University Website.

Please note, information on our approved payment methods can be found at <https://www.gla.ac.uk/myglasgow/students/money/paymentmethods/>. You should not use any unapproved third parties / agents to make tuition fee payments.

6.5 **Deadline for payment of tuition fees.** You must pay your tuition fees in full (or agree to pay your tuition fees by one of the University's instalment plan options, details of which can be found at <https://www.gla.ac.uk/myglasgow/students/money/paymentmethods/>) at the start of the academic year or the start of your programme if this is a different date. If you have agreed to pay your tuition fees, or other charges applicable to your programme, by an instalment plan, you must pay your tuition fees or other charges in accordance with the instalment plan date schedule, which can be found in the Finances Section of your Student Centre on MyCampus.

6.6 **What happens if you get into difficulty over payment of tuition fees or other charges?** If you are in difficulty over payment of tuition fees or other charges you should contact the Student Credit Control team by raising a UofG Helpdesk Request for the attention of the Finance Collections Service team (instructions on how to raise

a UofG Helpdesk Request can be found at: <https://www.gla.ac.uk/myglasgow/students/sset/guides/>) to make them aware of any delay in payment. The University will seek to consult with you and endeavour, acting reasonably and taking into account your reasonable representations, to make an arrangement with you to repay the outstanding sums due within an agreed period.

6.7 **What happens if you do not pay your tuition fees or other charges by the deadline for payment?** If you do not pay your tuition fees or other charges before the deadline for payment and the University has not been able to make a repayment arrangement with you or you have missed 2 payments under such repayment arrangement, the University may:

- (a) apply interest at a rate of 3% per annum (calculated on a daily basis) to the unpaid amount;
- (b) cancel any direct debit or payment plan you have made;
- (c) hand-over your debt to an external debt collection agency for collection (see Section 21.5);
- (d) claim any costs actually incurred by the University recovering the debt from you (these costs vary by country but guidance can be found in the University's Student Debt Policy at <https://www.gla.ac.uk/myglasgow/students/money/policies/studentdebtpolicy/>); and
- (e) in the case of tuition fees, end the Student Contract, in accordance with Section 19.5(l) below, which means that you will be withdrawn as a student of the University.

6.8 **Stipends and other student financial aid paid by the University.** There are various stipends and financial aid funds paid to students by the University. If you are in receipt of any such funds from the University, you agree that, if the University makes any overpayment of such funds in error, you will promptly refund such amount to the University on becoming aware of such overpayment. You may make arrangements to repay such amount by contacting Student Collections on 0141 330 6509 or by raising a UofG Helpdesk Request for the attention of the Finance Collections Service team.

7. DEPOSITS PAYABLE FOR CERTAIN POSTGRADUATE PROGRAMMES

7.1 **When is a deposit payable?** Some postgraduate programmes require a deposit to secure a place (details of these programmes can be found on the University Website). The amount of the deposit, how to pay and the deadline for payment will be set out in your Offer.

7.2 **Sponsored student requirements.** If you are applying to, or have been awarded, sponsorship from a third party that covers all tuition fees and you are therefore unable to make a deposit payment, you must attach a copy of your sponsorship application or financial guarantee award letter to your application.

- 7.3 **Failure to pay deposit.** If you do not pay the deposit by the deadline for payment in accordance with your Offer, the University may withdraw your Offer and end the Student Contract in accordance with Section 19.5.
- 7.4 **Offset of deposit against tuition fees.** Any deposit paid by you will be offset against the balance of tuition fees payable by you for the programme.
- 7.5 **Refund of deposit.** Any refunds of deposits will be made in accordance with the University's Refund Policy available at <https://www.gla.ac.uk/postgraduate/feesandfunding/deposits/#termsandconditionsofthedeposit>.
- 7.6 **Deferral of deposit.** If we have accepted your request to defer your Offer (in accordance with Section 3.5), the University may retain your deposit and credit it against your account for securing a place for the applicable year of entry.

8. ADDITIONAL SUPPORT REQUIREMENTS

- 8.1 So that we can consider appropriate support for you during your time at the University, you are encouraged (but not obliged) to tell us about any:
- (a) disability;
 - (b) medical condition that may affect your ability to attend your programme or course;
 - (c) healthcare or medical procedure that you anticipate that you may require during your programme or course that may affect your ability to attend; and/or
 - (d) additional support needs that you may have.

If you do not tell us about any of the above we may not be able to fully support you.

- 8.2 Please also see Regulations [4 \(Disabled Students\)](#) and [24 \(Examination and Other Assessment Arrangements for Disabled Students\)](#) in the *University Regulations*.

Further information about the support provided by our Disability Service can be found on our website (<https://www.gla.ac.uk/myglasgow/disability/support/>). If you have any further questions or if there is anything you would like to discuss you can get in touch with our Disability Service Team:

Tel: + 44 (0) 141 330 5497/5121/7237/2260

Email: disability@glasgow.ac.uk

Address: 65 Southpark Avenue, Glasgow G12 8LE

Monday to Friday 0900 - 1700

9. PROGRAMME AND COURSE TRANSFERS

- 9.1 The University's Student Transfer Policy set out on the University's website (<https://www.gla.ac.uk/myglasgow/apg/policies/studentssupport/studenttransferpolicy/>) will apply with respect to requests to transfer programmes or courses at the University. This policy articulates what you can and cannot do, following application and following registration at the University.

10. OUR RIGHTS TO MAKE CHANGES TO PROGRAMMES AND COURSES

- 10.1 **Programme and Course changes.** We try to provide information about our programmes and courses that is accurate and comprehensive so that you can make the right decisions about where, and what, to study. We will use reasonable endeavours to deliver programmes and courses in accordance with the descriptions we have published. However, on occasion we may need or may wish to make changes to a programme, or to courses or modules within it, either prior to or following registration. We therefore reserve the right to make variations to the content or method of delivery of programmes, courses and modules following the University's Course and Programme Approval process and/or Postgraduate Research Code of Practice which can be found on the University Website.

- 10.2 **Why might changes be made?** Changes to published programmes or courses may be necessary or desirable for a variety of reasons. By way of example only, the following explains some of the more common reasons for changes:

- (a) *Development of academic knowledge:* One of the strengths of the University is that teaching is research-led. Experts in your chosen field of study will ensure that important developments in the field are incorporated into the curriculum. Material that is no longer believed to be current may be replaced. In some fields such changes will happen more quickly than in others. There may also be changes to the way your course is delivered which are informed by research and development on student learning (pedagogy).
- (b) *Response to feedback:* On-going internal monitoring, including feedback received from current students, may also prompt changes.
- (c) *External requirements including professional accreditation:* The University must comply with various requirements set by other bodies, many of which relate to ensuring the quality of its degrees. For example, some programmes and courses carry external accreditation by professional bodies. Where their requirements change, the University must respond so that students continue to benefit from the considerable advantages of accredited qualifications.
- (d) *Expertise:* Unanticipated staffing changes may sometimes lead to changes in the content and availability of courses or research supervisors, for example where it is not possible to replicate specialist knowledge.
- (e) *Timetabling and student numbers:* Within each degree programme students take individual courses. On some programmes students have a considerable

degree of choice from a list of different options, and examples of the available options are advertised on the University Website. This flexibility is one of the strengths of the University. However, you should be aware that not all courses will always be available. There may, for example, be a timetable clash with other courses that you are studying, or a course may have a limit on the number of places available in any one year or may only run with a minimum number of registered students.

- (f) *Entry Requirements:* The entry requirements applying to each programme and course are reviewed regularly. However, no changes will be made to entry requirements after commencement of the relevant admissions cycle, which is after the October prior to entry in the next academic session.
- (g) *Export Control, Regulation, and National Security:* Some degree programmes may be in a field of study that is subject to sanctions and / or national security or export control legislation. Where the programme is subject to government intervention due to sanctions or national security concerns, the University may need to delay or vary the course or programme to enable your continued study on the course or programme. Where an export licence is needed for the University to provide a course or programme to you, but this has been refused by the relevant regulatory body, the University may make changes to the content of the course or programme as it is delivered to you to enable your continued study on the course or programme. Such changes may be made without the need to follow the University's Course and Programme Approval process or Postgraduate Research Code of Practice.
- (h) *Events outside our control:* Sometimes things happen beyond our control, such as industrial action taken by staff, adverse weather events or epidemics. If those circumstances beyond our reasonable control interfere with our ability to provide any course or programme, we will try to minimise disruption as far as is reasonably practicable and this may require us to make changes.

10.3 **Programme cancellation.** On rare occasions we may be unable to deliver a programme for which you have accepted the Offer but in relation to which teaching has not commenced. Should this happen, you will be contacted with a full explanation of the circumstances and you will be offered help and advice in finding an appropriate alternative programme at the University. You and we have the right to end the Student Contract in these circumstances in accordance with Section 19 below.

10.4 **Changes to supervisory team for research programmes.** On rare occasions we may need to make changes to the supervision arrangements for a research programme. This may be, by way of example only, because of the ill-health or departure from the University of an appointed supervisor, or because of a breakdown in the relationship between you and an appointed supervisor. Should this happen, we will in accordance with the Postgraduate Research Code of Practice seek to allocate a replacement supervisor that is able to provide you with an appropriate level and quality of support. Should we be unable to allocate a replacement supervisor (by way of example, there

may not be someone available having the appropriate knowledge and/or experience, or the allocated replacement supervisor is unacceptable to you), you and we have the right to end the Student Contract in accordance with Section 19 below.

- 10.5 **Study Abroad and International Exchange Students.** Students on our Study Abroad and International Exchange Programme can choose from a range of courses. However, you should be aware that not all courses will always be available. There may, for example, be a timetable clash with other courses that you are studying, you may not meet the course entry requirements, or a course may have a limit on the number of places available in any one year or may only run with a minimum number of registered students. You will be notified about any unsuccessful choice and offered help and advice in selecting an alternative course.

11. THE STANDARD YOU CAN EXPECT FROM US

- 11.1 We will deliver your programme or course with reasonable skill and care and in compliance with the Regulations set out in the *University Regulations*.

12. THE STANDARD WE EXPECT FROM YOU

- 12.1 **Sponsio Academica.** By registering you undertake to observe and comply with the *Sponsio Academica* ([Regulation 2](#) of the *University Regulations*). A translation of the *Sponsio Academica* is set out below:

“I, a student in the University of Glasgow, solemnly promise that I will fulfil the requirements of the Senate in accordance with the regulations of the University and I will conform to its discipline. Furthermore, I accept that I am responsible for commitment to, and engagement in, my learning and in other opportunities for my personal development.”

- 12.2 **Standards of behaviour - Code of Student Conduct and other Regulations.** In order to ensure the best possible learning environment and experience for you and your fellow students, we require you to maintain appropriate standards of behaviour. The *University Regulations* sets out various policies and codes of conduct with which you should take time to familiarise yourself and with which you must comply. Your attention is particularly drawn to the following Regulations (but you should note this list is not exhaustive):

- (a) University Plagiarism Statement ([Regulation 32](#) in the *University Regulations*);
- (b) Code of Student Conduct ([Regulation 33](#) in the *University Regulations*);
- (c) Fitness to Study Procedure ([Regulation 34](#) in the *University Regulations*);
- (d) Code of Practice on Unacceptable Behaviour ([Regulation 37](#) in the *University Regulations*); and

- (e) Statement on Alcohol, Drugs and Substance Misuse ([Regulation 41](#) in the *University Regulations*).

Please note that Regulation 33 (Code of Student Conduct) continues to apply following the end of the Student Contract in relation to any breach of Regulation 33 by you during your studies which is discovered following the end of the Student Contract.

- 12.3 **Academic Standards.** In order to qualify for the relevant award at the end of your studies, you must satisfy various requirements. Your progress on your programme or course and your final award are not guaranteed and are dependent on your academic performance.
- 12.4 The Regulations that apply to your programme or course are set out in the *University Regulations*. These cover things such as the requirements for you to progress through the different stages of your studies (e.g. for progress to the honours years in your chosen subject(s)) and the total number of credits that you must complete and the grades required for award. Relevant information about these requirements is also included in course handbooks and you will be given reasonable notice of any changes that are introduced.
- 12.5 The Regulations that apply to you are those published in the *University Regulations* in the year that you begin your studies, or the year that you progress to your specific programme or course. Please see Section 15 which sets out our rights to make changes to the Regulations.
- 12.6 **Student placements and other engagement with third parties.** Certain students may have the opportunity to undertake placements with, or otherwise engage with (for example, conduct research with), third parties as a requirement of, or as part of, their programme or course. Such third parties may include other academic institutions, museums, health boards, charities, and companies and other industrial partners. Before being accepted on a placement or being permitted to engage with such third parties you may be required to agree to certain conditions set by the relevant third party. So, by way of example only, you may be required to agree not to disclose the confidential information of that third party, or to comply with the health and safety or other policies of a placement provider while on their premises.
- 12.7 **Fitness to Practise.** Certain programmes (by way of example only, programmes leading to certain qualifications in teaching, law, medicine, dentistry, nursing, psychology, and veterinary medicine) require students to demonstrate “fitness to practise”. Being fit to practise means having the skills, knowledge, health and character to work safely and effectively. Your attention is therefore drawn to [Regulation 36](#) of the *University Regulations* which sets out our policies and procedures in relation to determining fitness to practise. You may be required by your programme administrators to sign an additional agreement regarding your fitness to practise.

- 12.8 **Other important policies with which you must comply.** Your attention is drawn to the following important University policies which may be applicable to you and with which, if applicable, you must ensure you read, understand and comply with:
- (a) Regulations for the use of University ICT systems and facilities (available at <https://www.gla.ac.uk/myglasgow/it/policy/codeofconduct/>);
 - (b) Code of Good Practice in Research (available at <https://www.gla.ac.uk/myglasgow/ris/researchpolicies/ourpolicies/>);
 - (c) Code of Policy and Procedures for Investigating Allegations of Misconduct in Research (available at <https://www.gla.ac.uk/myglasgow/ris/researchpolicies/researchintegrity/misconduct/>); and
 - (d) Postgraduate Research Code of Practice (<https://www.gla.ac.uk/research/ourresearchenvironment/prs/pgrcodeofpractice/>).

13. INTELLECTUAL PROPERTY POLICIES AND REGULATIONS

- 13.1 **Our intellectual property.** The copyright, design right and all other intellectual property rights in any course materials and all other documents or materials that we prepare or produce (which includes any materials prepared by our employees, contractors and agents) whether or not related to your programme or course will belong exclusively to us or our licensors.
- 13.2 You may use the University's intellectual property described above for the purposes of your own private study. You are not permitted to use any of our intellectual property for any commercial purpose and you are not permitted to share any of our intellectual property (including uploading our intellectual property onto social media or third party websites such as YouTube or Course Hero) without our express consent.
- 13.3 You must also comply with the Copyright Regulation ([Regulation 40](#) in the *University Regulations*) which describes the limited rights (and obligations) you have if you wish to copy third party material under copyright in connection with your studies (for example, materials held in our library).
- 13.4 **Misuse of University or third party intellectual property.** Any use of University intellectual property or third party intellectual property by you in breach of Section 13.2 or 13.3 above will be treated by the University as a breach of the Code of Student Conduct ([Regulation 33](#) of the *University Regulations*).
- 13.5 **Your intellectual property.** The copyright, design right and all other intellectual property rights in any work or materials that you produce during the course of your studies at the University will usually belong to you. However, in some cases we may require you to transfer ownership of such rights to us. Examples include:

- (a) if you create intellectual property in connection with a project which is funded or sponsored by a third party (for example, under a research contract which the University has entered into, or under a commercially sponsored studentship);
- (b) if you are working in an area based on and in which the University has valuable intellectual property;
- (c) if arrangements are in place (or anticipated to be put in place) with commercial companies in relation to the results of the research in which you are involved and that research involves University employees; or
- (d) if the research work you are conducting is carried out by you under substantial guidance from University staff.

In other cases, you will have the option to assign any intellectual property you create to the University. We will tell you whether you are required to transfer ownership of your intellectual property rights and will provide details of the terms of that transfer.

13.6 **Your rights if you transfer any intellectual property rights to us.** If you transfer to us any of the intellectual property rights referred to in Section 13.4 above, then you will be granted the same rights as an employee inventor at the University as set out in the University's Policy for Intellectual Property and Commercialisation (a copy of which can be found here: <https://www.gla.ac.uk/research/strategy/ourpolicies/>). You should follow the procedures as set out in this policy.

13.7 **Our rights to retain and use your research data.** Regardless of ownership of the relevant intellectual property rights, we require access to all data generated using our resources. You must therefore provide the original data when you leave the University. You acknowledge that the University may continue to use such data for the purposes of academic research and teaching. Unless you have transferred the intellectual property rights to us, we acknowledge and agree that we are not permitted to use any of your intellectual property for any commercial purpose without your consent.

14. IF YOU ARE NOT HAPPY – COMPLAINTS HANDLING PROCEDURE

14.1 Our Complaints Handling Procedure is set out in the *University Regulations (Regulation 29)*. It explains what to do if you wish to raise a matter of concern to you or have a complaint about us or our services.

15. OUR RIGHT TO MAKE CHANGES

15.1 The University is a large and complex academic institution. Our Regulations (set out in the *University Regulations*) and our policies referred to in these Student Terms and Conditions have been developed to allow for the good governance, good order, and efficient operation of the University. We may need or wish to make changes to the Regulations and/or policies for a number of reasons. You agree that we can make changes to the *University Regulations* and/or our policies:

- (a) if those changes are reasonable and will help us to maintain or improve good governance, good order or efficient operations (for example, if we have to make changes for health and safety or security reasons or with respect to new or unforeseen challenges);
- (b) to comply with the requirements of law or a governmental authority, regulator or accrediting body; or
- (c) if the change is agreed to be in the interests of the student body generally following consultation with student representatives.

Student representatives are consulted with respect to the drafting of all new Regulations and policies which impact upon students.

15.2 We will not normally implement changes to the *University Regulations* or our policies which affect student matters during an academic session. However, we reserve the right to do so if we reasonably consider such changes:

- (a) are required to maintain academic standards with respect to that academic session;
- (b) are necessary to run our programmes and courses effectively (to enable us to meet our obligations to you) with respect to that academic session; or
- (c) are necessary to comply with the requirements of law or a governmental authority, regulator or accrediting body.

We will give you reasonable notice of any such changes and all updates will be made available on our website.

15.3 We will review and may make changes to these Student Terms and Conditions each academic year. We will publish any changes on our website before the start of the academic year. Your registration for the next academic year will be considered an acceptance of those changes.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU UNDER THIS CONTRACT

16.1 **We are responsible to you for reasonably foreseeable loss and damage caused by us.** If we fail to comply with our obligations under the Student Contract, we are responsible for loss or damage you suffer that is a reasonably foreseeable result of our breaking the contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not reasonably foreseeable. Loss or damage is reasonably foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the offer process.

16.2 **We are not responsible for loss and damage to your property caused by you.** We are not responsible for any loss or damage to your property caused by you or by other

students or by third parties for whom we are not responsible (for example if you lose an item of your personal belongings while on the University campus).

16.3 **We are not responsible for services provided by student organisations.** The Student Representative Council, Glasgow University Union, the Queen Margaret Union and the Glasgow University Sport Association are separate organisations independent from the University. We are not responsible for any services provided to you by those organisations.

16.4 **We are not responsible for any loss or harm you may suffer during any self-sourced work or volunteering opportunity.** The University will not have vetted the potential employer, conducted any health and safety, insurance or other risk assessments, or provided you with any advice specific to your potential opportunity. This will be the case whether or not the University has provided you with any financial support in relation to the opportunity. The University will therefore not be liable to you for any loss or harm you may suffer during any self-sourced opportunity and, similarly, will not be responsible to the provider of the opportunity for your acts or omissions. You must take appropriate steps to satisfy yourself about the nature of the opportunity and any risks that you might be exposed to.

16.5 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.

16.6 This Section 16 continues in effect even if the Student Contract ends.

17. YOUR RESPONSIBILITY FOR INSURANCE

17.1 You are responsible for obtaining your own insurance for your property and any other types of insurance that you may need during your period of study such as medical insurance and/or travel insurance.

18. CONFIDENTIALITY

18.1 We have set out in Section 4.3 above how we will collect and use your personal information. However, you may during your course of study at the University be exposed to information that needs to be kept confidential. For example:

- (a) if you are involved in a research project at the University you may receive certain information, know-how, data, and other information which the University regards as confidential including, without limitation, the results of projects being conducted at the University, details about unpatented inventions, proposals for additional work or studies, confidential information about an industrial sponsor, and possible commercial opportunities for the University;
- (b) information disclosed during a complaints process; and

- (c) certain programmes (by way of example only, programmes leading to certain qualifications in teaching, medicine, dentistry, nursing and psychology) require students to be exposed to confidential information about individuals such as pupils, patients and relatives,

and all of the above are examples of **Confidential Information**.

18.2 You must respect and preserve the confidentiality of Confidential Information. Accordingly, you must not, without our prior written consent, either:

- (a) disclose the Confidential Information to any third party; or
- (b) use the Confidential Information for any purpose other than the purpose for which such Confidential Information was disclosed to you (this is likely to be for use in a particular research project).

18.3 The obligations of confidentiality set out above shall not apply, or shall cease to apply, to such of the Confidential Information as you can show:

- (a) has become public knowledge other than through disclosure by you in breach of this Section; or
- (b) was already known to you prior to disclosure by or on behalf of the University; or
- (c) has been received by you from a third party who did not acquire it in confidence from the University or from someone owing a duty of confidence to the University; or
- (d) you are required by law to disclose.

18.4 You must, whenever the University so requests, return to the University all documents and other records of the Confidential Information or any of it in any form which you have in your possession or under your control.

18.5 **Additional obligations if you process Personal Information during your studies.** If during your studies you use personal information about another individual (for example, you are working on a research project and you analyse personal information about research subjects), the additional obligations set out in Schedule 2 apply to you.

18.6 This Section 18 continues in effect indefinitely even if the Student Contract ends.

19. HOW THE STUDENT CONTRACT MAY END

19.1 **Automatic contract end.** The Student Contract will end automatically in a number of different circumstances:

- (a) in the case of research programmes, the date on which we issue you with a letter confirming the award of your degree; or

- (b) in the case of any other programme, the date on which we notify you of the final results of your programme, including any resits (whether or not we confer an award or degree on you); or
- (c) if you have applied to us through UCAS and you have followed the UCAS procedure for accepting another university offer, declining your Offer or withdrawing your application.

19.2 **You have the right to cancel the Student Contract within 14 days of accepting your Offer.** If you accept an Offer but change your mind, you have 14 days from the date you accept our Offer to tell us you've changed your mind and to cancel the Student Contract and to receive a full refund of any fees that you have paid already under the Student Contract.

If you applied through UCAS, please contact UCAS to change your acceptance within 14 days of accepting your Offer. If you applied directly to the University, please cancel your Offer through our Applicant Self Service Portal within 14 days of accepting your Offer. If you cannot use the Applicant Self Service Portal, you may contact the central Admissions Office by email, telephone call or letter. You will find the contact details for the central Admissions Office in the University Prospectus and on the University Website.

The Student Contract will end on the day on which we receive your self service cancellation, email, telephone call or letter. To arrange a refund of any fees you have already paid, please contact the central Admissions Office.

19.3 **You have the right to end the Student Contract because of the University's actions.** You have the right to end the Student Contract for the following reasons:

- (a) we have told you about an error in the price or description of your programme or course and you do not wish to proceed;
- (b) we are unable to deliver the programme on which you are registered and we have been unable to find an alternative programme acceptable to you in accordance with Section 10.3; or
- (c) we have made or suggested a change to the supervisory team of your research programme that is unacceptable to you; or
- (d) you have a legal right to end the Student Contract because we have breached an obligation under it and, if the breach is capable of remedy, you have given us 30 days to remedy the breach and we have failed to do so.

If you applied to the University through UCAS and you are not yet a registered student, you can end the Student Contract by contacting the central Admissions Office. Depending on your circumstances you may also have to contact UCAS but we will advise you of this at the time if it is required.

If you applied directly to the University and are not yet a registered student, you can end the Student Contract by declining your offer through our Applicant Self Service Portal. If you are ending the Student Contract close to the start of your programme and we have begun the pre-registration process you will have to contact the central

Admissions Office to request to withdraw (your Applicant Self Service Portal will inform you if this is the case). You will find contact details for the central Admissions Office in the University Prospectus and on the University Website.

In either of the above cases, the Student Contract will end on the date we receive your withdrawal.

If you are a registered student, you can end the Student Contract by completing and submitting a withdrawal form online via your MyGlasgow account. The Student Contract will end 10 days after the date on which we receive the withdrawal form (unless you contact us in the meantime to cancel the withdrawal).

- 19.4 **You are still able to end the Student Contract even when it is not because of a University action and it is too late to cancel.** If you want to end the contract for any other reason, just contact us to let us know.

If you applied to the University through UCAS and you are not yet a registered student, you can end the Student Contract by contacting the central Admissions Office. Depending on your circumstances you may also have to contact UCAS but we will advise you of this at the time if it is required.

If you applied directly to the University and are not yet a registered student, you can end the Student Contract by declining your offer through our Applicant Self Service Portal. If you are ending the Student Contract close to the start of your programme and we have begun the pre-registration process you will have to contact the central Admissions Office to request to withdraw (your Applicant Self Service Portal will inform you if this is the case). You will find contact details for the central Admissions Office in the University Prospectus and on the University Website.

In either of the above cases, the Student Contract will end on the date we receive your withdrawal.

If you are a registered student, you can end the Student Contract by completing and submitting a withdrawal form online via your MyGlasgow account. The Student Contract will end 10 days after the date on which we receive the withdrawal form (unless you contact us in the meantime to cancel the withdrawal).

- 19.5 **We have the right to end the Student Contract with immediate effect because of certain actions by you.** We may end the Student Contract if:

- (a) it is discovered that any information that you have provided on or with respect to your application is not true or accurate or is incomplete provided that, if the discovery is made after you have registered as a student, we have applied an expulsion or exclusion following the procedure set out in the Student Code of Conduct or an exclusion from a programme under the Fitness to Practise Procedure;
- (b) you fail to provide information or documents reasonably requested by us under Section 3.1 or 3.2 (by way of example only, evidence of your qualifications or your immigration status);

- (c) you have not fulfilled the conditions of your Offer before the date notified to you in your Offer or any other date notified by us to you (see Section 3.4 above);
- (d) you declare a criminal conviction under Section 3.11 and we reasonably determine that the conviction prevents you from undertaking the programme or course;
- (e) you do pay any applicable deposit in accordance with Section 7.3;
- (f) we are not reasonably satisfied that you have the required immigration status which permits you to undertake and continue your proposed programme at the University;
- (g) we are not reasonably satisfied that you have the required immigration status for the fee status in your Offer;
- (h) you do not register with the University within the timescale required (see Section 4 (Registration));
- (i) you fail to progress academically towards an award of the University (having gone through any available appeals);
- (j) you have not paid your tuition fees before the deadline for payment, the University has not been able to make a repayment arrangement with you (or you have missed 2 payments under such repayment arrangement) and you still do not make payment after we have reminded you in writing that payment is due; or
- (k) you fail to comply with the Student Contract (including the Regulations set out in the *University Regulations*, as amended from time to time) provided that, if such failure occurs after you have registered as a student, we have applied an expulsion or exclusion following the procedure set out in the Student Code of Conduct or an exclusion from a programme under the Fitness to Practise Procedure.

The Student Contract will end on the date on which the University withdraws you as a student of the University.

19.6 **We have the right to end the Student Contract if a programme is withdrawn.** If we have had to withdraw a programme because we are unable to deliver it in accordance with Section 10.3, you will be offered help and advice in finding an appropriate alternative programme at the University. However, if no alternative is available, we have the right to end the Student Contract, in which case the Student Contract will end on the date on which the University withdraws you as a student of the University.

19.7 **We have the right to end the Student Contract if an alternative supervisory arrangement for your research programme is not possible or not acceptable to you.** If we have had to seek to make a change to your supervisory team for your research programme, and we have been unable to allocate an appropriate replacement supervisor (because, for example, an appropriate replacement is not available, or the allocated

replacement supervisor is not acceptable to you), we have the right to end the Student Contract, in which case the Student Contract will end on the date on which the University withdraws you as a student of the University.

19.8 **We have the right to end the Student Contract due to an export control restriction.**

We have the right to end the Student Contract if your programme becomes subject to UK export control laws and we are unable to: (a) obtain an export control licence in respect of your participation in the programme; or (b) vary the programme under Section 10.2 to an extent that no export control licence is required; or (c) find an appropriate alternative programme for you at the University. In this case, the Student Contract will end on the date on which the University withdraws you as a student of the University.

19.9 **We have the right to end the Student Contract due to government sanctions or government intervention due to national security concerns.**

We have the right to end the Student Contract if your participation in a programme is affected by government imposed sanctions or government intervention due to national security concerns and we are unable to: (a) vary the programme to enable your continued study on the programme; or (b) find an appropriate alternative programme for you at the University. In this case, the Student Contract will end on the date on which the University withdraws you as a student of the University.

20. **RIGHTS AND OBLIGATIONS FOLLOWING THE END OF THE STUDENT CONTRACT**

Following the end of the Student Contract the following rights and obligations apply.

20.1 **Payment of outstanding fees.** All outstanding fees owed by you to the University are payable immediately, in full, following the end of the Student Contract unless otherwise agreed.

20.2 **Refund of fees.** Any refunds of fees will be made in accordance with the University Policy on Reduction of Tuition Fee Liability and Refunds available at <https://www.gla.ac.uk/myglasgow/students/money/policies/refund/>.

20.3 **Return of property, data and Confidential Information and closure of student email account.** All University property (including campus cards) and all data (if any) referred to at Section 13.7 (research data) and the Confidential Information (if any) referred to at Section 18.4 (Confidential Information) within your possession or control must be provided or returned to the University. Unless your student email account has been suspended under the University's IT Regulations (<https://www.gla.ac.uk/myglasgow/it/policy/codeofconduct/>), the University will keep your student email account open for a reasonable time following the end of the Student Contract to allow you to download any information held in your student email account that you wish to keep.

- 20.4 **Academic Appeals.** Notwithstanding the end of the Student Contract under Section 19.1(a) or 19.1(b), you may appeal the results conferred upon you by the University in accordance with the University's Academic Appeals procedure available at <https://www.gla.ac.uk/myglasgow/apg/studentcodes/academicappealsstudents>.
- 20.5 **Terms which continue to apply after the end of the Student Contract.** Some of the terms of the Student Contract will continue to apply after the Student Contract ends. We have highlighted these within the relevant Sections of these Student Terms and Conditions but set them out below, for ease of reference:
- (a) Section 4.3 (How we may use your personal information);
 - (b) Section 6 (Tuition and other fees);
 - (c) Section 13 (Intellectual Property Policies);
 - (d) Section 16 (Our responsibility for loss or damage suffered by you);
 - (e) Section 18 (Confidentiality);
 - (f) This Section 20 (Rights and obligations following the end of the Student Contract);
 - (g) Section 21 (Other important terms);
 - (h) Schedule 2 (Additional Obligations relating to processing of Personal Information); and
 - (i) [Regulation 33](#) of the *University Regulations* (Code of Student Conduct) but only in relation to any breach of Regulation 33 by you during your studies which is discovered following the end of the Student Contract.

21. OTHER IMPORTANT TERMS

- 21.1 **Events outside our control.** We will not be liable or responsible for any failure to carry out, or delay in carrying out, any of our obligations under the Student Contract where that delay or failure is caused by an event outside our reasonable control. Examples include adverse weather, pandemics, government intervention, trade sanctions, accidental destruction of a building or industrial action by staff.
- 21.2 For so long as the event outside of our control continues:
- (a) we can suspend those of our obligations under the Student Contract which are directly affected by the event; and
 - (b) the time allowed to carry out those obligations will be extended for the length of time the event continues.
- 21.3 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 Student Contract despite the event. Please also see Section 10.2(h) which sets out our right to make changes in response to such an event.

- 21.4 **We may transfer certain of our rights and obligations to someone else.** We may transfer our obligations under the Student Contract to another organisation or person. This may happen, for example, when we engage a third party to provide specialist teaching. If and when this happens, we will remain responsible to you for the performance of our obligations by that third party.
- 21.5 **We may also transfer our right to receive unpaid fees or other sums of money that you owe us to a third party** but we will tell you when this happens. This may happen, for example, where you owe us a debt under the Student Contract and we pass that debt for collection to a third party debt collection agency.
- 21.6 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We have no obligation to agree.
- 21.7 **Nobody else has any rights under this contract.** The Student Contract is between you and us. No other person shall have any rights to enforce any of its terms except where we transfer rights in accordance with Section 21.5.
- 21.8 **If a court finds part of the Student Contract illegal, the rest will continue in force.** Each of the Sections of the Student Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining Sections will remain in full force and effect.
- 21.9 **Even if we delay in enforcing the Student Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under the Student Contract, or if we delay in taking steps against you in respect of your breaking the Student Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the programme or course, we can still require you to make the payment at a later date.
- 21.10 **Information on our website.** Information for students is contained on our website here: [www.gla.ac.uk/studentcontract] and where information from our website is specifically referred to in these Student Terms and Conditions, that information will form part of the Student Contract.
- If there is any error in this information the University may correct the error and corrections will be binding (subject to your right to end the Student Contract under Section 19.3(a)). If there is any conflict or ambiguity between any information contained on our website and the Student Contract, then the Student Contract will prevail.
- 21.11 **Which laws apply to this contract and where may you bring legal proceedings?**
- The Student Contract is governed by Scots law.

If you want to bring legal proceedings against the University, then subject to any rights you as a consumer have under Scots law to bring an action against the University in another country, you must bring those proceedings to the Scottish courts.

If we need to bring legal proceedings against you we may bring them in any court or courts anywhere in the world that will hear such proceedings. For example, if you are residing outside of Scotland and we need to pursue you for unpaid tuition fees, we may bring legal proceedings in a court in the country where you are resident.

21.12 This Section 21 will continue to apply after termination of the Student Contract.

Schedule 1

Non-UK Students

Export Controls

Depending on the nature of your programme, UK Export Control laws may apply. This means that you may require a UK export control licence if you wish to access your work outside of the UK. You acknowledge that the decision whether to grant a UK export control licence rests with the Export Control Joint Unit of the UK Government and that we do not accept any responsibility for the success or failure of any such application.

Immigration Controls

If you are a national of a country that is or becomes subject to UK immigration control, the following additional terms and conditions apply:

- 1) You will need to demonstrate with appropriate evidence, at the point of registration and whenever requested to do by the University during your programme, that:
 - a) you have a valid immigration status which permits you to undertake and continue your proposed programme at the University; and
 - b) you have clearance under the Academic Technology Approval Scheme (ATAS) if this is required for your particular programme at the University.

Appropriate evidence may include valid, original immigration documentation showing permission to be in and study in the UK, along with a valid passport or national travel document and any other documentation which may be requested by us and which is necessary under applicable governmental regulations. We will retain copies of the documents you provide to us and/or that we verify online for audit purposes (including audits by applicable governmental authorities).

- 2) You acknowledge that in our performance of the Student Contract (i) we may provide such information (including copies of the documents provided by you) to the applicable governmental authority (for example, UK Visas and Immigration (UKVI)) as may be requested under applicable legislation; and (ii) the applicable governmental authority may provide such information to us.
- 3) It is your responsibility to apply for, and provide such information as may be required in respect of, any required visa or other leave to remain. You acknowledge that the decision whether to grant a visa or other leave to remain rests with the UK Home Office or other relevant governmental authority and that we do not accept any responsibility for the success or failure of any such application.
- 4) You acknowledge that we have the right to contact the relevant authority (for example, UK Visas and Immigration) and request information about your immigration status (including current UK immigration status, immigration history and the status of any ongoing immigration application).

- 5) You must inform us, as soon as reasonably practicable, of any changes to your immigration status and provide documentation detailing the change(s). You must also provide any information on your immigration status requested by us. Information provided in response to such requests must be true, complete and accurate to the best of your knowledge.
- 6) You have responsibility for ensuring that you comply with all of the terms of your immigration permission whilst studying at the University. If you wish to take up paid and/or unpaid employment on a part time basis, you must undertake such employment in compliance with the conditions of your visa or other leave to remain as set out in UK immigration rules. Please note that if you choose to withdraw from your studies, if your Student Contract is ended by the University or if you are granted permission to interrupt your studies, this may affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.
- 7) Prior to the expiry of the applicable immigration permission, you are responsible for ensuring that you either leave the UK or submit an in-time extension application (i.e. a valid application submitted before, or in exceptional cases, on, the expiry date of your current leave). If an application for extension of leave is made, you must provide us, as soon as reasonably practicable, with evidence of submission of the new application. If, after expiry of the existing leave, you fail to provide evidence of submission of an in-time application, you will be suspended from studies until this evidence is provided. If an application for extension of leave is submitted after expiry of the previous leave, you will be suspended from studies until evidence of valid UK immigration permission is presented to the University.

Specific additional terms for non-UK students sponsored under the Student Route scheme

In addition to paragraphs 1-8 above, students who have been issued a Confirmation of Acceptance for Studies (CAS) and/or students who hold a Student visa under the University's sponsor licence are also subject to the following further conditions.

- 8) Prior to commencement of your programme, you must arrive in the UK and fully complete registration no later than the latest start date shown on your CAS. If commencing a new programme following completion of a previous programme at the University, you must demonstrate that you have submitted your new immigration application in-time and, if applicable, within any earlier deadline stipulated by UK Visas and Immigration guidance. Failure to meet this deadline may result in suspension from studies. If returning to the next academic year of your programme, you must complete registration promptly and within any deadline imposed by us. Failure to complete registration by the appropriate deadline may result in withdrawal of visa sponsorship and the revocation of any Student visa held.
- 9) You must fully engage with your programme, attend all required teaching activities and fully adhere to any required attendance policy. Permission for any length of absence from studies must be sought and will be granted or refused at the discretion of the applicable School or College in line with its attendance policy. We will withdraw visa sponsorship from any students whose attendance/engagement with studies is deemed to be unsatisfactory and/or where they have acted in breach of applicable attendance policy.

- 10) You must attend all scheduled visa check-in sessions held throughout the academic year. The dates and locations of these check-ins will be determined by the University and notified to you. When attending a visa check-in session you must present your current passport and original immigration documentation showing your continuing permission to be in the UK and study at the University, in addition to any other document requested by us. Where immigration status has been issued digitally, we may verify this again to ensure validity. Failure to attend a visa check-in with the required documentation may result in the withdrawal of visa sponsorship and the revocation of any Student visa held.
- 11) If your Student visa will expire prior to the expected completion of your programme, you may request a CAS to enable submission of an application to extend your visa. We will consider CAS requests reasonably but at our sole discretion, and in line with applicable regulations for licenced sponsors. You must submit your application in-time. Failure to submit an in-time application may lead to the withdrawal of a CAS issued prior to the expiry of your visa. A CAS will not be issued to students who have remained in the UK past the expiry of their current leave or breached any conditions of that leave. Where a Student visa application is refused, the student must inform the University immediately after receipt of the refusal notice and fully comply with any suspension imposed. If you wish to submit a further Student visa application in the UK, issue of a second CAS will be at our sole discretion.
- 12) Please note that your Student visa may be revoked or curtailed if your Student Contract ends for any reason. In such circumstances you may not be entitled to a refund of any degree programme fees already paid.

English language requirements

You may be required, at our request, to provide satisfactory evidence of your English language qualifications before admission. Our request will set out what evidence is required, but may include original exam certificates and/or direct confirmation from the awarding body. If you fail to provide such evidence to our reasonable satisfaction, we may at our sole discretion withdraw your Offer and end the Student Contract, in accordance with Section 19.5.

Schedule 2
Additional Obligations relating to processing of Personal Information

For the purposes of this Schedule 2, the following terms are used:

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| Data Subject | this means a living person who can be identified from personal information (for example an identifier like a name, address, ID number or physical attribute); |
| Personal Information | this means any information about a Data Subject; |
| Process | this means any kind of use of Personal Information, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction; |
| Processing Instructions | this means the instructions relating to the Personal Information set out in this Schedule 2 together with any other instructions relating to the Personal Information provided to you in writing by the University. |
- 1) Where you process Personal Information during your studies at the University, depending on the particular circumstances you may either be processing such Personal Information on the University's instructions (in which case paragraph 2 below applies to such processing), or you may be processing such Personal Information not on the University's instructions (in which case paragraph 3 below applies to such processing).
- 2) If you are processing Personal Information on the University's instructions, you shall:
- a) process the Personal Information only on and in accordance with the Processing Instructions;
 - b) not disclose any Personal Information without the University's prior written consent, except as required by law or as is necessary to comply with the Processing Instructions;
 - c) take appropriate technical and security measures in relation to the processing of Personal Information appropriate to the risks presented by the processing, in particular the risks of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Information transmitted, stored or otherwise processed;

- d) immediately notify the University if you receive any correspondence from either (i) a Data Subject or (ii) an applicable regulator in relation to the Personal Information and consult with the University prior to responding to any such correspondence;
 - e) immediately notify the University if you think any of the University's Processing Instructions are unlawful;
 - f) immediately notify the University (and in any case no later than 24 hours after becoming aware) of any breach of Personal Information (whether actual or suspected), by emailing dp@gla.ac.uk with as much detail as possible about the breach;
 - g) provide reasonable assistance and information to the University in relation to the University's compliance with applicable legislation relating to Personal Information, including:
 - i) consultations with applicable regulators;
 - ii) requests from Data Subjects; and
 - iii) Personal data breaches;
 - h) not transfer any Personal Information to any country outside the United Kingdom or European Economic Area without the University's prior written consent;
 - i) permit the University and those persons authorised by the University (including external and internal auditors, contractors and agents) and applicable regulators or those persons authorised by applicable regulators to monitor, inspect, interview and audit your data, documentation, systems, records, controls and materials for the purpose of reviewing your compliance and ability to comply with the obligations in this Schedule 2;
 - j) at the end of the Student Contract and at any time on request by the University, immediately securely destroy or delete or, at the request of the University, return securely to the University, all Personal Information currently in your possession and/or control and notify the University once this has been done by emailing dp@gla.ac.uk; and
 - k) if requested by the University at any time, enter into a separate data processing agreement relating to any Personal Information to which you are instructed to process on behalf of the University during the Student Contract.
- 3) If you are processing Personal Information not on the University's instructions (for example, where you are a postgraduate research student who has designed a research study that involves the collection and analysis of Personal Information), you and the University shall be jointly responsible for the processing of such Personal Information, in accordance with any guidance published by the University from time to time.
- 4) If you would like more information about the legal duties applicable to the processing of Personal Information further guidance can be found at <https://ico.org.uk/>.