

Global Banking School

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Student Terms and Conditions (For Students on Oxford Brookes University programmes)

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Policy lead (Staff member accountable)	Managing Director
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Related GBS policies

- GBS Student Code of Conduct
- GBS Student Charter
- GBS Student Complaints Policy
- GBS-OBUS Student Protection Plan
- GBS Equality and Diversity Policy
- GBS Support to Study Policy
- GBS Mental Health and Wellbeing Policy
- GBS Admissions Policy
- GBS Student Engagement and Attendance Policy
- GBS Privacy Policy
- GBS Data Protection Policy
- GBS Tuition Fee and Refund Policy

External Reference Points

- Information Commissioner's Office Accessed online at: <https://ico.org.uk/>
- UK Public General Acts, *Equality Act 2010* Accessed online at:
<https://www.legislation.gov.uk/ukpga/2010/15/contents>
- UK Public General Acts, *Data Protection Act 2018* Accessed online at:
<https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted>

Terms and Conditions of Contract between Student¹ and Global Banking School

This document sets out key aspects of the relationship between you and Global Banking School ("the **School**"). When you are offered a place to study at the School and become an enrolled student at Oxford Brookes University ("the University") your place at the School is subject to it and in accordance with these Terms and Conditions and acceptance of a place means that you accept these Terms and Conditions in full.

It is therefore important that you read this document in full before accepting your offer of a place. A legally binding contract between you and the School is formed when you accept the offer of a place.

If there is anything said or written by or on behalf of the School or that you wish to take into account when deciding whether or not to accept your offer of a place, please seek written confirmation from the Admissions Team beforehand. Please also contact the Admissions Team if you have any questions regarding these Terms and Conditions or any of the other documents listed below.

Your attention is drawn in particular to the following clauses:

- Introduction to the contract
- Entry requirements and other conditions with which you will need to comply
- Your obligations
- When and how we can make changes to the Contract
- Termination and Suspension
- Complaints
- Our responsibility to you

Please note that Oxford Brookes University's Terms and Conditions will also apply to and will be a separate legal contract relating to your enrolment with Oxford Brookes University.

1. **About Us**

- 1.1 Global Banking School (the "School" or "We" or "Us") means a company registered in England and Wales (company number 07165333). Registered office: 891 Greenford Road, Greenford, London, UB6 0HE. UKPRN: 10042500.
- 1.2 "You" or "Your" or "the Student" means the person who been offered a place at the School and has completed and signed the form accompanying an offer letter (the "Acceptance of an Offer Form").
- 1.3 You can contact us using the following contact information:
 - By Letter: 891 Greenford Road, Greenford, London, UB6 0HE.

¹ On Oxford Brookes University programmes

- By Telephone: +44 (0)208 092 9440
- By Email: enquiries@globalbanking.ac.uk
- In Person: 891 Greenford Road, Greenford, London, UB6 0HE.

The School is regulated by the [Office for Students](https://www.officeforstudents.org.uk) ("OfS"). The OfS can be contacted at info@officeforstudents.org.uk.

2. Terminology

2.1 To help you understand the terminology used by the School outside of these Terms and Conditions, we have provided some more information below:

- Admission occurs when you accept the offer of a place in accordance with clause 4 and entitles you to enrol as a student at the School if you have met all entry requirements and conditions as described in clause 5.
- You will have "enrolled" with the School when you have fulfilled any conditions of your accepted offer (please see clause 5 below for further information), submitted a completed Acceptance of Offer Form by no later than the published date of induction and attended induction for the academic year specified in your Offer Letter.
- Re-enrolment occurs annually and involves enrolled students confirming the continuation of their studies at the School before a published deadline. Please see clause 6 for more detail.

3. Equality, Diversity & Inclusion

3.1 The School is committed to working together to build a learning community founded on equality of opportunity – a learning community which celebrates the rich diversity of our student and staff populations and one in which discriminatory behaviour is challenged and not tolerated within our community. The School's Equality and Diversity Policy provides details.

3.2 The School will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to students who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and students who have disabilities for which, after reasonable adjustments, we can cater adequately. All and any reasonable adjustments you require both as a student of the School and whilst you are enrolled at the University will be facilitated and implemented by the School.

4. Our contract

4.1 We will send you an offer letter setting out details of our offer of a place on a specified course (the "**Course**") to study with us (the "**Offer Letter**"). In addition to the Offer Letter, information about your Course will be set out in the programme specification for that Course available on our website (<http://globalbanking.ac.uk/courses>) or in our hard copy prospectuses.

4.2 The Offer Letter will also provide you with important information about the contract between us and will confirm when and how the contract between us is formed and when it will become legally binding. In accepting an offer, you confirm that you have provided accurate details of your highest formal qualification(s) and all relevant previous study on your application form.

4.3 To accept the offer, you will need to follow the instructions set out in the Offer Letter.

4.4 A legally binding contract will be formed between us for the provision of your Course and related services once you accept our offer in accordance with the Offer Letter instructions.

4.5 The contract between us comprises the following documents (the "**Contract**"), and will continue until on conferment of award unless it is ended or extended in the ways described in these Terms and Conditions:

- these Terms and Conditions:

- Offer Letter, which will set out details of your place on a course of study, including important information about:
 - the course, tuition, assessment and related services with which you will be provided;
 - any additional charges payable for the course (if applicable);
 - the duration of the course; and

details of any Conditions that will apply to you

- The University's Tuition refund policy.;
- You agree to notify the School during the application process and subsequently if at any time you become aware or suspect that you have a learning difficulty or medical condition and will provide the School with a copy of all written reports and relevant information. In accordance with our Support to Study Policy and Procedure.
- The School may decline to offer you a place or you may be withdrawn from the School if in the professional judgement of staff and after consultation with you, we are unable to provide adequately for your needs.

4.6 You may not be permitted to enrol if you:

- provide incorrect or misleading information;
- fail to meet any of the Minimum Entry Requirements, Conditions, Course Requirements and Professional Suitability Requirements (as relevant to you);
- have a relevant criminal conviction contrary to the School or the awarding body's Admissions Policy;
- fail to pay the required Fees to the University (or provide information in relation to payment)

5. **Our Obligations**

5.1 The School will, for the duration of your Contract provide the educational services with reasonable skill and care to provide an educational environment, tuition and assessment of a range, standard and quality which is suitable for each student and to provide education to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing educational services but cannot guarantee that the Student will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.

5.2 The School has a Student Protection Plan (SPP) which records recognised risks to students' continuation of study and the steps taken to mitigate those risks. A copy of the Plan can be found here: <https://globalbanking.ac.uk/about-us/our-policies/>

6. **Your Obligations**

6.1 You agree to:

- treat all members of the School community with dignity and respect and in accordance with the expectations set out in the School's student policies and procedures which can be found on our website: <https://globalbanking.ac.uk/about-us/our-policies/>
- attend and participate in all of your scheduled teaching and assessment activities as set out in our Attendance Policy. You are expected to undertake independent study in order to meet the learning and experience outcomes of your course;
- monitor your School email account regularly;
- keep the School up to date with your contact information;

- pay all fees owed to the University when they become due in accordance with the payment terms agreed;
- comply with the terms and conditions of the Contract;
- ensure that all information you provide (or someone provides on your behalf) to us, at any time, is and remains true, accurate, complete and is not misleading;
- keep all information provided to us up-to-date and notify us promptly of any changes in your information;
- meet (as applicable) all Minimum Entry Requirements, Conditions, Course Requirements and Professional Suitability Requirements throughout the period of your time with us;
- enrol with us at the start of your Course and re-enrol each academic year; and
- act within the law and not engage in activity or behaviour that is likely to bring the School into disrepute.

6.2 You understand that the School may take disciplinary action against you in the event that these obligations are breached. Please ensure you read the School's Student Charter and Student Code of Conduct policies, which is also provided in your Student Handbook and is available on the Virtual Learning Environment.

7. Fees

7.1 You should refer to the University's terms and conditions for information on fees.

8. When and how we can make changes to the Contract

8.1 We will always try and minimise making changes to the Contract (including changes to the Course and to our services and facilities). However, there may be times where changes are needed. The table below gives examples of **when** and **why** we might need to make changes and explains **what** these changes might look like and **how we will tell you** about them.

8.2 The changes that we make might be:

- **MINOR:** i.e. they will not in our view materially change how the Course or related services or facilities are provided to you; or
- **MAJOR:** i.e. they will have a more significant impact on the way that we teach and provide the Course and other services and facilities to you.

8.3 If we need to make any changes, we will assess the potential impact of such changes and will follow the process. Where changes are necessary you will receive clear communication.

8.4 The following table provides a list of examples of reasons why changes might be made, and the type of changes we might make:

WHY we may need to make changes	WHAT the change might look like
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We might need to make changes to the Contract (including to your Course, services or facilities) in order, for example: ○ To reflect changes in and to seek to ensure that we comply with: ▪ the law ▪ legal or sector guidance or a decision by a court (or similar body) ▪ requirements or guidance issued by a regulator (e.g. the Office for Students or Competition & Markets Authority), a funding body, a statutory, professional or accrediting body, or UK Government (including, for example, UKVI) ○ To ensure that we are continuing to provide the Course to you lawfully and/or to maintain academic standards and quality ○ To reflect changes and developments in pedagogy or academic research to ensure that your Course is relevant and up-to-date ○ To maintain or improve the quality of our educational and/or pastoral services, or in response to student or external examiner [and assessors] feedback, or to reflect best practice across the higher education sector ○ To address serious concerns with student experience. ○ To meet any changes to health and safety requirements or guidelines ○ To help protect you or us against cybercrime or to otherwise help avoid and mitigate cyber security issues ○ To reflect changes to our property and premises ○ To reflect changes in student demand for certain modules (whether optional or mandatory ones) ○ To reflect changes in student demand for our pastoral services (e.g., counselling) ○ To mitigate and deal with any circumstances where our premises or staff are subject to a serious IT security event ○ To deal with unavoidable changes in our academic and/or support staff ○ In response to minimum enrolment numbers not being attained / fall in enrolment numbers ○ In light of the withdrawal or amendment of any relevant approval or accreditation ○ To reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider ○ To reflect changes made by a provider/institutional partner ○ To make changes that are required to meet applicable governmental guidance or regulations, including, without limitation, as a result of pandemic or endemic restrictions ○ For any other valid reason. SPECIFIC COVID-19 DISRUPTION CHANGES: We may need to make changes to the Contract (including to the Course or to our other services or facilities) from time to time to help us comply with and respond to temporary or longer-term government guidelines, regulations or restrictions (or related health and safety requirements) as a result of the ongoing COVID-19 pandemic.	The circumstances identified in the left-hand column may result in a variety of different types of changes being made by us including, for example: • changes to the timetable for delivery of your Course; • changes to the number of classes/lectures and/or other teaching activities relating to the Course; • changes to the methods by which the Course is delivered and/or assessed (e.g., by moving from an in-person to virtual format or vice versa); • changes to the content and/or syllabus of the Course; • changes to the way that we teach, supervise and/or assess a Course • changes to the location of your Course teaching or facilities. We consider a minor change being one which means we instead provide these within the same campus or site provided they are of equivalent quality as those advertised by us, whereas a major change would be where we move the location to a different location that is not located near the original delivery campus/site; • additions to and/or withdrawals of certain modules on your Course or to placements or work experience; • changes to reading lists to deal with changes in the relevant subject area relating to your Course to ensure the same remain as up to date as possible; • changes to the module credits allocated to a module; • change to assessment and learning outcomes; • change to overall course aims; • procedural changes to our Handbook that help improve the Course; • changes to academic support services, or to pastoral service (e.g., welfare support). SPECIFIC COVID-19 DISRUPTION CHANGES: To address the specific ongoing issues caused by COVID-19, in addition to the examples above, we may need to make the following adjustments to the Contract (including to the Course and to our other services and facilities) from time to time as follows: • changes to the order or timing of how we deliver modules or other Course components (including
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Please see clause 13 about how we might make changes in response to events outside of our control.	placements) to you. This might be necessitated to allow us to give you the relevant experience, e.g., to move a non-practical module or placement to a later date if there are ongoing COVID-19 or similar pandemic or epidemic disruptions or restrictions in place; • changes to the way that we teach, deliver or assess a course and/or provide pastoral support services (for example, moving to online delivery or changing the percentage of online and in-person delivery). We may need to make these changes with limited notice for health and safety reasons, but we will always seek to provide you with as much notice of any such changes as soon as we can.
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8.5 How we will manage these changes and what you can do if you are not happy with the changes

Type of Change	How You Will be Notified	What if you are not happy with the change?
<u>MINOR</u> changes	We will notify you of any MINOR changes via email, providing you with as much notice as is in our view is appropriate in the circumstances. Where possible, we will look to provide this notice to you in advance of making MINOR changes, but this may not always be possible (e.g., if we are required to make changes at short notice to respond to a Government or regulator's direction or to urgently deal with a situation (such as a security or health and safety risk or emergency at the School)).	N/A

<u>MAJOR changes</u>	If we need to make any changes which will, in our reasonable opinion, have a more significant impact on the way that we teach or provide your Course or other services and facilities to you, and which will cause you a significant detriment, we will notify you as soon as we reasonably can in the particular circumstances, and will let you have details about the changes and how they will impact you and the steps we will take to minimise the detriment. As with the MINOR changes, we might not always be able to give you much notice. Please see below for what happens if we decide to WITHDRAW or CLOSE or MERGE a course. For the avoidance of doubt, where we are making changes in response to the COVID-19 pandemic which were communicated to you before you accepted our offer, such changes will not constitute MAJOR changes for the purposes of this clause.	Please get in touch with us promptly if you have any queries or concerns about a MAJOR change we make at enquiries@globalbanking.ac.uk. Please also see clause 11 (Complaints). If you remain unhappy about any MAJOR change, and if you have suffered a significant detriment as a result of the change, you may be entitled to end the Contract due to the major change in accordance with clause 10 below. Depending on the relevant circumstances, you may also be entitled to an appropriate refund of the Fees you have paid. Refunds of fees will be given to students in accordance with the University's refund policy.
<u>Course WITHDRAWAL, CLOSURE or MERGER</u>	Pre-commencement of Course If the School decides to withdraw or close or merge your Course before it starts, then it will take reasonable steps to notify you in advance and you will be entitled to terminate this Contract by written notice to the School in accordance with clause 10 below. Post-commencement of Course There may also be times where we need to withdraw or close your Course, or merge your Course with other courses, after your Course has commenced, if such action is required for example as a result of one of the reasons set out above in this clause.	If this occurs, we will take reasonable steps to minimise any disruption caused. Where we are unable to offer you an alternative place with us or to defer your place, our Contract will end at an appropriate date specified by us. Depending on the relevant circumstances, you may also be entitled to an appropriate refund of the Fees you have paid. Refunds of fees will be given to students in accordance with the University's refund policy.

9. Termination and Suspension

- 9.1 There may be circumstances where the Contract can be suspended or ended by either you or us before the end of the Course.

When and how YOU may be able to suspend or end the Contract

- 9.2 The table below provides details about when and how YOU may be entitled to suspend or end the Contract, as well as explaining what your refund rights are (if any):

When YOU may be able to suspend or end this Contact	What you need to do
Your legal right to cancel	

○ If you have accepted an offer from us in any way other than in person at our premises, you have a legal right to cancel the Contract if you change your mind. If you change your mind, you must cancel the Contract within the cancellation period. The cancellation period starts from the date you accept our offer and ends 14 days after (the “Cancellation Period”). IMPORTANT NOTICE: ○ We can start to provide the Course to you under the Contract before the end of the Cancellation Period if you have asked us to do so. This might apply, for example, if you have applied to us very soon before your course is due to start. This will not prevent you from cancelling the Contract.	This is a legal right that you will have to end the Contract if you meet the notice requirements. You must clearly inform us of your decision to cancel before the expiry of the Cancellation Period. The most efficient way to inform us of your decision to cancel is by notifying the School in writing by: • Email: finance@globalbanking.ac.uk • completing and returning a Cancellation of Place Form to finance@globalbanking.ac.uk You can also: • use the model cancellation form found at Appendix 1; or • contact us using the information set out in the “About” clause 1. Note that to meet the deadline, you just have to have sent your communication to us. We do not have to have received it by that time. <u>Refund rights</u> Depending on the relevant circumstances, you may also be entitled to an appropriate refund of the Fees you have paid. Refunds of fees will be given to students in accordance with the University’s refund policy.
Pre-enrolment	
○ If you otherwise decide not to study with us before you enrol	If pre-enrolment you decide that you no longer wish to pursue your studies with us (for whatever reason), you will be entitled to cancel your place with us. <u>Refund rights</u> Depending on the relevant circumstances, you may also be entitled to an appropriate refund of the Fees you have paid. Refunds of fees will be given to students in accordance with the University’s refund policy.
If you no longer wish to study with us following initial enrolment	
○ If you no longer wish to study with us.	You have the right to terminate in these circumstances at any time. Please do get in touch with us at enquiries@globalbanking.ac.uk if you are thinking of ending your studies with us. <u>Refund rights</u> Depending on the relevant circumstances, you may also be entitled to an appropriate refund of the Fees you have paid. Refunds of fees will be given to students in accordance with the University’s refund policy.
If you no longer wish to study with us where we have not complied with our obligations under this Contract	
○ If we have breached the terms of the Contract and we have not been able to put things right for you	You may have the right to end the Contract in these circumstances.

within a reasonable time in accordance with our relevant procedures.	Please let us know as soon as possible if you have any issues or concerns with the Contract and follow our complaints process as described in clause 11. <u>Refund rights</u> Depending on the relevant circumstances, you may also be entitled to an appropriate refund of the Fees you have paid. Refunds of fees will be given to students in accordance with the University's refund policy. In some cases, we may be able to support you to find a place on an alternative course at the School subject to place availability and you meeting the relevant Conditions for the alternative course or provide you with reasonable assistance to study at another provider. Please refer to our Student Protection Plan. Any request for compensation must be made in writing to the Chief Executive Officer of the School. You can also make a complaint.
○ If we have made a MAJOR change to the Contract that you are not happy with. Please see clause 11 for more details.	We will contact you to notify you of any MAJOR changes that we wish to make, or if we have decided to withdraw, close or merge your course. <u>Refund rights</u> Depending on the relevant circumstances, you may also be entitled to an appropriate refund of the Fees you have paid. Refunds of fees will be given to students in accordance with the University's refund policy.
Suspension/interruption	
○ If you would like to take a break from your studies at any time, for any reason, we may be able to let you do this.	Please contact us to discuss any such suspension of your studies. <u>Refund rights</u> Depending on the relevant circumstances, you may also be entitled to an appropriate refund of the Fees you have paid. Refunds of fees will be given to students in accordance with the University's refund policy.

When and how WE may be able to suspend or end the contract

9.3 The table below provides details about when and how we can suspend or end the Contract and what rights you might have to receive a refund:

When WE can suspend or end this Contact	What we will do
Where any of the following apply (including pre-enrolment)	
○ If you fail to meet (or fail to provide us with satisfactory evidence that you have met) the relevant Minimum Entry Requirements, Conditions, Course Requirements and Professional Suitability Requirements before you start your Course, or if you do not meet any continuing relevant the relevant Minimum Entry Requirements, Conditions, Course	We will contact you in line with our relevant regulations and procedures and we will take any action permitted under those regulations and procedures. We may under relevant regulations and procedures be entitled initially to suspend your studies or to do so as a precautionary step, but any such suspension will not prevent us from

Requirements and Professional Suitability Requirements at any time during your studies.	subsequently ending the Contract in accordance with the regulations and procedures.
○ If we become aware that information which you (or someone on your behalf) has provided to us is untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading.	We may also suspend the Contract as a disciplinary sanction or fitness to practise or fitness to study in accordance with the relevant regulation/procedure. <u>Refund rights</u>
○ If you fail in a serious way to comply with your obligations under the Contract (including, for example, in respect of conduct or fitness to practise).	Depending on the relevant circumstances, you may also be entitled to an appropriate refund of the Fees you have paid. Refunds of fees will be given to students in accordance with the University's refund policy.
○ If you fail to enrol each academic year by the latest enrolment date, we confirm to you.	
○ If you are unable to attend your Course or complete your studies due to ill-health.	Our Student Welfare are on hand to assist you in these circumstances. Please also refer to our Mental Health and Wellbeing Policy and Support to Study Policy <u>Refund rights</u> Depending on the relevant circumstances, you may also be entitled to an appropriate refund of the Fees you have paid. Refunds of fees will be given to students in accordance with the University's refund policy.
○ If you do not pay your Fees when due including where a third party fails to pay on your behalf.	Please contact financefees@brookes.ac.uk if you have any questions about Fees. Please contact us as soon as possible if you are having difficulties paying your Fees.
○ If your circumstances change so that you no longer have permission to remain in the UK.	In these cases, we will contact you to discuss the change in your circumstances, taking into account the relevant regulations and procedures. We might not decide to end the Contract, but we would need to assess whether you can continue with your studies. <u>Refund Rights</u> It is unlikely that you will be entitled to a refund in such cases. Refunds of fees will be given to students in accordance with the University's refund policy.
○ If you acquire a relevant criminal conviction or develop a health condition that prevents you from meeting the occupational health requirements of your Course.	
○ If your continued attendance at the School or on your Course poses a serious risk to your health, safety and/or welfare, or that of others, which the School is unable to take reasonable steps to mitigate having followed our applicable regulations and procedures.	
And in the following circumstances	
○ If prior to the commencement of your Course, we decide to withdraw or close your Course.	Please see the table in clause 9.5 for details about the steps we will take in the event that we decide to withdraw or close your Course.
○ If we lose our legal or regulatory right or relevant approval to provide your Course to you.	Where we are unable to offer you an alternative place with us, our Contract will end at the date notified to you by us. <u>Refund Rights</u> Depending on the relevant circumstances, you may also be entitled to an appropriate refund of the Fees you have paid. Refunds of fees will be given to students in accordance with the University's refund policy.

9.4 If the Contract for any reason terminates or is suspended, the following will apply:

- If the Contract is ended, for any reason, you will no longer be entitled to attend lectures, classes or seminars, access or use the School's facilities or services (including virtual and online portals and environments, and pastoral services), submit assessments, take tests or examinations, or proceed to any degree, diploma or other award that we offer.
- You will need to return to us any equipment and/or materials belonging to the School as soon as reasonably possible.
- In the event that you are suspended from participation on your Course, you may be (for example, and in line with the terms of your suspension) excluded from attending lectures, classes or seminars, accessing or using the School's facilities or services (including virtual and online portals and environments, and pastoral services), submitting assessments, taking tests or examinations, or proceeding to any degree, diploma or other award at our reasonable discretion and in accordance with the Academic Regulations.
- In the case of a suspension, we will retain our right to end the Contract in accordance with the applicable regulation or procedures.
- In the event of any termination of your enrolment at the School, your enrolment at the University will automatically terminate.

9.5 For the avoidance of doubt, where you assert that we are in breach of our obligations under this Contract (including in respect of suspension or termination of the Contract by us), we will consider your assertion under the relevant procedure (for example, as relevant, the student complaints procedure where a complaint is made or the student disciplinary procedure where a valid appeal is made).

9.6 Any action we take under this termination and the suspension clause, will not restrict our ability to take any other action against you which we may have the right to take from time to time (e.g., internal disciplinary procedures against you).

10. **Complaints**

10.1 Concerns & Complaints: The School welcomes feedback from prospective students and will engage with them on an informal and formal basis in accordance with its policies and procedures.

10.2 You are entitled to make a complaint about any aspect of the School's, recruitment, selection and admissions process and any aspect of the student experience at the School as detailed in the School's Complaints Policy and Procedure.

10.3 External Review: Students or applicants whose complaint(s) are not resolved under the Student Complaints Procedure may, once they have been issued with a Completion of Procedures Letter, refer the matter to the Office for the [Independent Adjudicator for Higher Education \(OIAHE\)](http://www.oiahe.org.uk) <http://www.oiahe.org.uk>.

11. **Data Protection**

11.1 Global Banking School is registered with the [Information Commissioner's Officer](#) as a Data Controller. Details of the School's registration are published on the Information Commissioners website. GBS as a Data Controller shall implement appropriate technical and organisational measures to ensure that processing of personal information is performed in accordance with the UK GDPR and DPA (2018). The School has put in place systems and procedures to ensure that it is compliant with the UK General Data Protection Regulations (GDPR). You consent to us obtaining personal data about you (including, without limitation, a photograph or other visual data of you, your name, your address and your age). You consent to us holding and processing all such personal data for legal, personnel, administrative, management, advertising and marketing purposes in respect of us providing educational services to you in respect of your course or to the School promoting itself generally and in particular to the processing of any "sensitive personal data" as defined in the UK General Data Protection Regulation 2018 relating to you including, as appropriate: a. your racial or ethnic origin or religious or similar beliefs; and b. information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements. You agree to inform the School immediately if you are, for any

reason, under police investigation, charged with a crime or receive any criminal reprimands, cautions or convictions during your time at the School.

11.2 Privacy Notice: the School has a Privacy Policy which explains how we will use your personal data. The Privacy Policy is also published on the School's website. You must read the Privacy Policy in full before accepting your place.

11.3 Information Sharing: The School will share aspects of your personal data with the [Higher Education Statistics Agency \(HESA\)](#) for the purpose of compiling statistics about applicants and students for use by government bodies. You also agree that the School has the authority to use your data as well as information about you generated during your time as a student for the provision of education services and research. You acknowledge that this data will also be required to provide information to external statutory agencies and relevant third parties. We will use this information whilst you are a student and after you have left. The School may contact other institutions (including, without limitation, your former educational establishment) to verify qualifications or grades you have obtained or to provide destination data. Please refer to our Data Protection Policy for further details.

11.4 Student Loans Company: If you are in receipt of tuition fee loans and/or other funding from Student Loans Company (SLC), the University reserves the right to disclose your details, including academic progress, achievement and attendance rates and other requested information to SLC.

11.5 Right of access: You have the right to access the personal data about you that the School holds in its structured files.

12. **Events beyond the control of the parties**

12.1 An event beyond the reasonable control of the School or the Student is classed as a "Force Majeure Event" and may include, for example, such events as:

- an act of God, fire, flood, storm, earthquake, subsidence or other natural; disaster,
- civil commotion, war (whether declared or not), threat or preparation for war, riot, civil unrest, invasion, explosion, act of terrorism (or threat),
- strikes or industrial disputes [by third parties],
- outbreak of epidemic or pandemic of disease,
- any restrictions or requirements that might be imposed by any Government, regulator or relevant authority, which will include, for example, any disruption caused as a result of COVID-19,
- failure of utility service or transportation,
- decisions made by any Government or relevant authority or regulator that impact on our ability to perform our obligations under the Contract, including, for example, any changes made by any Government or regulator regarding examination results.

12.2 If an event outside the School's reasonable control takes place that affects the performance of our obligations under the Contract:

- Changes: We will make any such changes to the Course, our services or facilities or otherwise to the Contract as we deem necessary (including where necessary to ensure that we comply with any Government or regulatory requirements) or to otherwise mitigate the impact of such an event on you.
- Notification: If either the School or you is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

- Continued force majeure: If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- Termination: If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification may terminate this contract by providing at least three working days' notice in writing to the other party. Depending on the relevant circumstances, you may also be entitled to an appropriate refund of the Fees you have paid. Refunds of fees will be given to students in accordance with the University's refund policy.

13. **Our responsibility to you**

- 13.1 If we do not comply with this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.
- 13.2 We cannot accept responsibility and we will not be liable to you for:
- any damage to your property (including to vehicles and bicycles parked on campus or at other parking locations as designated by us and to personal equipment such as mobiles, tablets and laptops) unless caused by our breach of this Contract.
- 13.3 We do not exclude or limit in any way our liability for:
- death or personal injury caused by our negligence;
 - fraud or fraudulent misrepresentation; or
 - any other matter which we are not permitted to exclude or limit our liability by law.
- 13.4 We will not be responsible to you for any failure to perform, or delay in performance of, any of our obligations under this Contract that is caused by an event outside the School's reasonable control.

14. **Other Important Terms**

- 14.1 Consumer rights: This is a consumer contract. Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and conditions affects the Student's statutory rights. If you wish to obtain independent advice you may contact the [National Union of Students](#) or the [Citizens Advice Bureau](#).
- 14.2 Enforcement: No failure or delay by you or the School to enact any provision of these Terms and Conditions shall constitute a waiver of any provision and will not prevent you or the School from enforcing that provision at a later date.
- 14.3 Severability: Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.4 Third party rights: No term, condition or provision of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it. Only you and the School are parties to this Contract. No third party is a party to this Contract and shall not have any rights to enforce any term of it.
- 14.5 Jurisdiction: This contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed by and construed in accordance with the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or their subject matter or formation

Appendix 1

Cancellation Form

(The following provides a model cancellation form. You should only complete and return this form if you wish to cancel your place and withdraw from the contract within the 14-day Cancellation Period. Students may also cancel by speaking to the relevant Student Success Tutor ("SST"))

Please return this form to finance@globalbanking.ac.uk:

Name:

Address:

Date of acceptance of place offer:

Signature

Date