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## **Global Banking School**

### **Terms and Conditions of Contract between Student and Global Banking School<sup>1</sup>**

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<sup>1</sup> *These Terms and Conditions apply to prospective and enrolled students on the Pearson BTEC HND Business programme. For other higher education courses awarded by Buckinghamshire New University, the University of Bedfordshire or Leicester please see their appropriate Terms and Conditions.*

<b>Document Title:</b> Terms and Conditions of Contract between Student and Global Banking School	
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## **Introduction**

1. 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 it is in accordance with these Terms and Conditions and acceptance of a place means that you accept these Terms and Conditions in full.
2. It is therefore important that you read this document in full before accepting your offer of a place. If there is anything said or written by or on behalf of the School 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.
3. These Terms and Conditions together with the:
  - a. Offer Letter;
  - b. Tuition Fee Refund and Compensation policy (<http://globalbanking.ac.uk>);
  - c. Acceptance of a Place Form; and
  - d. School Student Policies and Procedures (<http://globalbanking.ac.uk>);

form the basis of a contract between you and the School for the provision of educational services.
4. When you are offered a place to study at the School it is in accordance with these Terms and Conditions and acceptance of a place means that you accept these Terms and Conditions in full. A legally binding contract between you and the School is formed when you accept the offer of a place.
5. Students applying to study with the School on one of our partner programmes should be aware that they are considered students of the partner institution,

therefore the terms and conditions which provide the basis of your contact are those of the franchising partner institution.<sup>23</sup>

## Terminology

6. **Global Banking School, the School, or We or Us** means:

Global Banking School a company registered in England and Wales (company number 07165333), as now or in the future constituted (and any successor).

Registered office: 153 – 159 Bow Road, London E3 2SE

Contact: Telephone on +44 (0)207 539 3548

UKPRN: 10042500

7. **You or Your or the Student** means the person who been offered a place at the School and has completed and signed the Acceptance Form.

8. **Admission** occurs when you accept the offer of a place and entitles you to enrol as a student at the School.

9. **Enrolment** occurs when you have fulfilled any conditions of your accepted offer, 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.

10. **Re-enrolment** occurs annually and involves enrolled students confirming the continuation of their studies at the School before a published deadline.

11. **Entry** occurs when the student attends the School for the first time under these Terms and Conditions.

## Equality, Diversity & Inclusion

12. 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.

13. 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.

## Admission & Enrolment

14. **Offer of a place:** Your offer letter sets out the steps you must take to accept your offer of a place and whether the offer is subject to any conditions.

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<sup>2</sup> <https://bucks.ac.uk/students/academicadvice/managing-your-studies/terms-and-conditions-of-acceptance>

<sup>3</sup> <https://www.beds.ac.uk/search/site-search2?query=terms+and+conditions&site-search-submit=>

15. **Acceptance:** Acceptance of the offer and fulfilment of any conditions will entitle you to enroll with the School for the academic year specified in your offer letter.
16. **Permission to enroll:** You may not be permitted to enroll with the School if you:
  - a. provide incorrect or misleading information;
  - b. fail to meet any of the conditions specified in your offer letter;
  - c. have a relevant criminal conviction contrary to the School Admissions Policy;
  - d. fail to pay the required tuition fees (or provide information in relation to payment) as specified in the School Tuition Fees Refund and Compensation Policy;
  - e. Cannot prove you have the right to study in the United Kingdom.
17. **Permission to re-enrol:** You may not be permitted to re-enrol with the School if you:
  - a. are suspended from the School;
  - b. have been withdrawn from the School through a failure to meet academic requirements or for contravention of the School Regulations or Policies;
  - c. have committed or been convicted of a relevant criminal offence which, had it been committed at the time of your application, would have precluded you from enrolment;
  - d. have tuition fee debt or have contravened any other aspect of the Fees and Refund Policy.

## **Cancellation**

18. **Cancellation:** Cancellation means the cancellation of a place at the School which has been accepted by you and which occurs before you enrol at the School or where you do not enter the School.
19. **Cooling off period:** You have the right to cancel your contract with the School and obtain a refund at any time within 14 days of the date on which you accepted your place formally (the cooling off period).
20. **Notice of cancellation:** Your decision to cancel the contract must be notified to the School in writing by:
  - a. Email to [compliance@globalbanking.ac.uk](mailto:compliance@globalbanking.ac.uk)
  - b. completing and returning a Cancellation of Place Form (link) to [compliance@globalbanking.ac.uk](mailto:compliance@globalbanking.ac.uk)
21. **Refund on cancellation:** Any payment made by you to the School under this contract prior to the date of cancellation within the cooling off period will be refunded to you within 20 days.
22. **Deferral:** You may request to defer your place on a programme of study for which you have been offered a place by a maximum of one academic year. If

your request is granted, you may be eligible for a refund under the terms of our Tuition Fee Refund and Compensation Policy.

23. **Withdrawal:** You may terminate your contract and withdraw from the School at any time after the expiry of the cooling off period but must do so in accordance with our termination procedure.

## **Our Obligations**

24. **Provision of education:** The School will do all that is reasonable 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.
25. **Continuation of Study:** The School has a Student Protection Plan (SPP) which records recognized risks to students' continuation of study and the steps taken to mitigate those risks. A copy of the SPP can be found here: <http://globalbanking.ac.uk>
26. **Course variation:** Whilst the School recognises the importance of delivering the course it advertises in its prospectus, we reserve the right to make minor variations (such as updating the curriculum, changing staff and adjusting your timetable) in order to enhance the student experience, act on student feedback and respond to changing laws, regulations and best practice. The School will not make material variations to your course without consulting you and allowing you to withdraw from the course without financial penalty in the event that you do not wish to accept the change.
27. **Class Time Timetable:** The school reserves the right to change your class timing (Minor) with a week notice. In case of major change (days) the school will try its best to notify in much advance (3 weeks).
28. **HND Business Pathways:** Students on the HND Business course make a decision on their chosen pathway prior to the start of the second year, however, pathways which do not recruit the minimum number of students may not run. In the event of this happening students will be informed in a timely manner and advised of alternative options.
29. **Course closure:** In the event that the School is unable to continue to deliver your course, we will use reasonable endeavours to find you a place at another provider and allow you to withdraw without financial penalty and with appropriate compensation if applicable in accordance with the School's Tuition Fee Refund and Compensation policy.
30. **Consumer protection:** The School complies with consumer protection legislation and has designed its contractual arrangements with its students to be fair, transparent and reasonable.
31. **Policies and procedures:** The School will comply with its own policies and procedures. If the School makes changes to its policies or procedures it will use reasonable endeavors to bring them to your attention before they take effect.
32. **Your Obligations**

33. 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 here: <http://globalbanking.ac.uk>. 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, which is provided in your Student Handbook and is also available on the VLE.
34. You agree to 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.
35. 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. 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.
36. You agree to monitor your School email account regularly.
37. You agree to keep the School up to date with your contact information.

## **Fees**

38. **Registration Fee:** You are required to pay a registration fee to Pearson BTEC when you register on the Pearson BTEC HND Business programme. Please consult the current fee list - <http://globalbanking.ac.uk> for details.
39. **Deposit:** All deposits you pay are non-refundable, this means that if you change your mind after enrolling on the course, the deposit paid (either by you or on your behalf) cannot be refunded. Please refer to the School's Tuition Fee Refund and Compensation Policy for full details (<http://globalbanking.ac.uk>).
40. **Tuition Fees** means fees in respect of, or otherwise in connection with, undertaking the course, including admission, registration, tuition and graduation. Tuition fees are usually charged annually.
41. **Additional Costs** means charges for goods and services that do not form part of tuition fees. This might include expenses relating to trips, materials, vetting and barring checks and specialist clothing.
42. **Total Costs:** the total cost of your course, including mandatory additional costs, are set out in the School Fees List – please refer to <http://globalbanking.ac.uk>.
43. **Payment:** Acceptance of these Terms and Conditions indicates agreement to be bound by the School's Tuition Fee Refund and Compensation Policy and to pay all fees owed to the School when they become due in accordance with the payment terms agreed.
44. **Payment timing:** Self-funded UK/EU students must pay full fees for the academic year at the start of their programme of study. Overseas students, whether self-funded or sponsored, must pay full fees for the academic year before they will be issued with Confirmation of Acceptance of Studies.

Students funded by Student Finance England (SFE) will have their fees paid in instalments directly to the School.

45. **Fee Increases:** The School may increase its tuition fees on an annual basis and will do so in accordance with its Tuition Fee Refund and Compensation Policy.
46. **Non-payment:** If you do not pay your tuition fees on time as agreed, the School may:
  - (a) restrict access to its premises and facilities
  - (b) suspend or terminate your registration
  - (c) report you to credit agencies and, if applicable, to SFE.

If this contract is terminated as a result of non-payment any refund will be paid in accordance with the Tuition Fee Refund and Compensation Policy.

47. **Appropriation:** Save agreed otherwise, the School shall allocate payments made to the earliest balance on the Fees account.

### **Tuition Fee Refunds & Compensation**

48. **Refund eligibility:** Any request for a tuition fee refund must be made in writing to the Chief Executive Officer of the School. Please refer to the Tuition Fee Refund and Compensation Policy for more details.
49. **Compensation eligibility:** A student may be eligible for compensation in the event that the School is not able to preserve his or her continuity of study. Any request for compensation must be made in writing to the Chief Executive of the School. Please refer to the Tuition Fee Refund and Compensation Policy for more details.

### **Complaints**

50. **Concerns & Complaints:** The School welcomes feedback from prospective students and members of its community and will engage with students on an informal and formal basis in accordance with its policies and procedures.
51. 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. The School Complaints Policy and Procedure is available on our website (<http://globalbanking.ac.uk>).
52. Students who have applied for programme of study which is being offer in partnership with other institute and wish to make a complaint about any aspect of the recruitment, selection and admissions process and any aspect of their learning experience should notify GBS first and use that institute's complaints process if not satisfied with outcome of GBS.
53. External Review: Students 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>.

### **Suspension**

54. **Suspension:** the School may suspend a student from his/her course in accordance with its Student Disciplinary Regulations.
55. Non-exhaustive examples of the circumstances in which the School may decide to suspend a student include where it is deemed:
- a. necessary to enable an investigation to be conducted into alleged misconduct
  - b. appropriate as a disciplinary sanction in its own right
56. **Appeal:** A student may appeal a decision to suspend them in accordance with the Student Disciplinary Regulations

### **Termination**

57. **Automatic termination:** the School will deem this contract to terminate with immediate effect in the event that you fail to re-enrol on your course by the deadline.
58. **Termination by you:** You may terminate this contract and withdraw from the School at any time. If you do this after the expiry of the cooling off period, you must provide the School with written notice of withdrawal by completing and returning a Withdrawal Form or by email to [compliance@globalbanking.ac.uk](mailto:compliance@globalbanking.ac.uk). Termination will take effect when the School acknowledges receipt of your Withdrawal Form or email in writing.
59. **Termination by the School:** The School may terminate this contract and on written notice deem you withdrawn from your course if:
- a. You have an outstanding tuition fee debt or have contravened the terms of the School's Tuition Fee Refund and Compensation Policy;
  - b. You fail to meet the applicable School attendance requirements as set out in its Attendance Policy;
  - c. You fail to meet the applicable School progression or award requirements as set out in its Assessment Regulations;
  - d. You fail to meet the School Fitness to Study requirements set out in its Fitness to Study Policy;
  - e. You fail to meet the applicable School attendance requirements as set out in its Attendance Policy;
  - f. You breach the Student Disciplinary Procedure or your behaviour represents an immediate and serious risk to your health, welfare and safety or that of others.
  - g. You commit or are convicted of a criminal offence which had it been committed at the time of your application, would have precluded you from enrolment;
  - h. You have withheld key information or provided incorrect or misleading information to the School.



60. **Appeal against termination:** You may appeal against the School's decision to terminate this contract under clause 53 above in accordance with the arrangements set out in the relevant policy.

### **Data Protection**

61. Global Banking School has put in place systems and procedures to ensure that it is compliant with the new General Data Protection Regulations (GDPR) that come into force from 25 May 2018.
62. **Privacy Notice:** the School has a Student Privacy Notice which explains how we will use your personal data. Key information from this Privacy Notice is provided on the Application Form. The Privacy Notice is also published on the School's website. You must read the Privacy Notices in full before accepting your place.
63. **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.
64. **Student Finance England:** If you are in receipt of tuition fee loans and/or other funding from Student Finance England (SFE), the School reserves the right to disclose your details, including academic progress, achievement and attendance rates and other requested information to SFE
65. **Right of access:** You have the right to access the personal data about you that the School holds in its structured files.

### **Events beyond the control of the parties**

66. **Force majeure:** An event beyond the reasonable control of the School or the Student is a **Force Majeure Event** and may include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
67. **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.
68. **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause [64] shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
69. **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause [66] may terminate this contract by providing at least three working days' notice in writing to the other party.

### **Other Important Terms**

70. **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.]

71. **No Variation:** Save as set out in these Terms and Conditions, no variation of these Terms and Conditions shall be effective unless it is in writing and signed by you and the School.
72. **Updates:** The School reviews its policies, procedures and related documents to ensure that they are current, accurate and accessible and publishes the latest versions on its website and Virtual Learning Environment. This is usually done on an annual basis unless external requirements necessitate immediate changes.
73. **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.
74. **Interpretation:** These Terms and Conditions supersede any previously in force and will be construed as a whole. In the event of inconsistencies between these Terms and Conditions and any other contractual information provided to you, these Terms and Conditions shall prevail. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these Terms and Conditions.
75. **Liability:** nothing in these Terms and Conditions shall limit the liability of the School for fraud, wilful deceit, death or personal injury where this is caused by the negligence of the School.
76. **Third party rights:** 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.
77. **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 exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.