





1.

- 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:

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

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

2.

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:

- o 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.
- o You will have "enrolled" with the School when you have fulfilled any conditions of your accepted

- o Offer Letter, which will set out details of your place on a course of study, including important information about:

pay all fees owed to the University

We might need to make changes to the Contract (including to your Course, services or facilities) in order, for example:

- o 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 \(including, for example, UKVI\)](#))
- o To ensure that we are continuing to provide the Course to you lawfully and/or to maintain academic standards and quality
- o To reflect changes and developments in pedagogy or academic research to ensure that your Course is relevant and up-to-date
- o 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
- o To address serious concerns with student experience.
- o To meet any changes to health and safety requirements or guidelines
- o To help protect you or us against cybercrime or to otherwise help avoid and mitigate cyber security issues
- o To reflect changes to our property and premises
- o To reflect changes in student demand for certain modules (whether optional or mandatory ones)
- o To reflect changes in student demand for our pastoral services (e.g., counselling)
- o To mitigate and deal with any circumstances where our premises or staff are subject to a

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;







within a reasonable time in accordance with our relevant procedures.



- o 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.
- o You will need to return to us any equipment and/or materials belonging to the School as soon as reasonably possible.
- o 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.
- o In the case of a suspension, we will retain our right to end the Contract in accordance with the applicable regulation or procedures.
- o 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.

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.

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



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.

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:

- o 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:

- o death or personal injury caused by our negligence;
- o fraud or fraudulent misrepresentation; or
- o 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.

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

## **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 Stu*

*Please return this form to [finance@globalbanking.ac.uk](mailto:finance@globalbanking.ac.uk):*

Name:

Address:

Date of acceptance of place offer:

Signature

Date