

## **Terms and Conditions**

# **Important**

In these Terms and conditions, 'we' or 'us' means Study Group Limited ('Study Group'). Study Group is the owner and provider of University of Strathclyde International Study Centre (the '**Centre**'). It is incorporated in England and Wales (Company number 02325576) with its registered office at 21 Station Street, Brighton, BN1 4DE. References to the 'University' are to University of Strathclyde.

Please ensure you read these Terms and Conditions carefully and understand them before signing your final acceptance of a place at the Centre. These Terms and Conditions, along with any offer letter received from us and the policies referred to below form part of a wider agreement between you and us which will become legally binding once you confirm your acceptance of our offer.

Please note that these Terms and Conditions assume that you are an international (non-UK) student. If you hold dual nationality, you will NOT be permitted to enrol at the Centre as an international student and progress to the University with the status of a UK student in order to take advantage of lower university tuition fees. If you are admitted to the Centre as a home student, you will be charged UK fees on progression to the University and references in these Terms and Conditions to CAS (as defined below), visas and UKVI will not be applicable.

Your attention is also drawn to our Student Protection Plan at the following link that contains important information about how we will mitigate risks affecting your ability to study:

View the **Student Protection Plan** 

This website's Terms and Conditions were updated on 1 December 2022.

# Application and confirmation payment

If your application is accepted, a written offer of a place will be made. To accept this offer a confirmation payment is required comprising a non-refundable administration fee of £260 and £1,000 security deposit. Prior to enrolment (and before you apply for your Confirmation of Acceptance of Studies ('CAS')) you will also need to pay a minimum of £6,000 in advance tuition fees. Please note



that certain territories are deemed high risk by UKVI for the issuance of a visa. If your territory is considered high risk, you may be required to pay a higher amount in respect of advance fees. Details will be set out in the individual payment plan attached to your offer letter. Non-payment by the fee deadline may put your place at risk. If you do not require a student visa you must pay this sum no later than 3 months before the start date of your programme. You will be required to pay the balance of the first term's fees along with the accommodation fees (if applicable) no later than 28 days prior to your programme start date, unless otherwise stated in the individualised payment plan in your offer letter.

In the event of an official visa rejection, only one further CAS will be issued in support of a second and final visa application. Full fees for the year must be paid in advance for a second CAS to be issued, but will be refunded in the event of a second visa refusal (unless the visa is refused on account of fraud). We reserve the right not to issue a second CAS if we deem the risk of rejection too great. The issuance of a CAS is subject to meeting certain criteria including, but not limited to, your financial status and, in some cases, a satisfactory interview.

The security deposit is primarily held against any damages incurred to Centre property and related expenses. If, at the end of a programme, there are any monies left these may also be offset against debts incurred by you in relation to expenses such as programme-related travel or extra-curricular activities, otherwise an invoice will be issued for any damages/outstanding fees in excess of the deposit. Any monies left will be refunded within 90 days of completion of the final term less any deductions made for any amount outstanding at that time.

# Blended learning and technology requirements

Please note that you will learn through a mixture of as many live teacher-led classes as possible, as well as interactive activities and resources delivered in a virtual learning environment ('blended learning'). To access course materials on a Learning Management System/Virtual Learning Environment or platform and undertake assessments, it is important that you come prepared with the appropriate technology. While it is possible to access and interact with most course content using tablets and smartphones such as iPads, iPhones and Android devices, these devices will NOT work for assessments. Therefore you must have a PC or Mac based computer available for use. Please note that Linux and Chromebooks are not supported.

Minimum recommended specifications:

PC:



- A Microsoft windows-based PC with at least 4GB RAM and 200 MB available free disk space (laptop or desktop, preferably running Windows 10 or 11)
- Web browser: Google Chrome or Microsoft Edge (Chromium version)

#### Mac:

- An Apple Mac OS 10.12 and above based laptop or desktop with at least 4GB RAM and 200 MB available free disk space
- Web browser: Google Chrome or Microsoft Edge (Chromium version)

Online teaching sessions will be recorded and you will be reminded of this at the beginning of your course and before each session until the last date of admission to a programme. You may at any time tell us that you do not wish to be recorded by notifying the relevant member of staff. Please note that if you do not consent to the recording of an assessment, this may adversely affect your right to appeal and/or the outcome of any later appeal.

# Deferral, Cancellation and Refund Policy

You may defer your programme prior to commencing your study by using the following link:

#### https://www.studygroup.com/request-deferral

You have a right to cancel your place and receive a full refund of any amounts paid by informing us in writing within 14 days of the date you accept the offer. Please note, if you defer your initial offer of a place after the 14-day period has expired you will NOT be able to cancel your deferred place at a later date to take advantage of a full refund. You may wish to cancel using the following link:

#### https://www.studygroup.com/request-withdrawal

Our cancellation and refund policies can be accessed at the links below. Your attention is drawn in particular to the circumstances in which £6,000 of your advance tuition fees will NOT be refunded:

- If you cancel after a CAS has been issued;
- If you cancel within 8 weeks of the programme start date; and
- If your visa is rejected due to student error or fraud.



Refunds will only be made to the same card/bank account of the individual from whom Study Group received the original payment. Refunds will be made within 90 days of the end of the relevant term.

If you have been issued a CAS and this has been used as part of a visa application, any applicable refund will only be made if you if you can provide sufficient evidence that may include, but not be limited to:

- Proof that you have not used your student visa to travel to the UK, such as a complete copy of your passport's pages; or
- Proof that you have left the UK to return to your home country, such as copies
  of relevant boarding passes and passport copies showing the appropriate
  entry/exit stamps.

Refunds will be made after calculating any damages, disbursements due or any other incidental fees or charges. Should you decide not to pursue your place on a programme after a CAS has been issued, no monies will be refunded unless there are exceptional circumstances as set out in the refund policy below.

If you have not been issued a CAS or received a student visa, please refer to the full Pre-visa Refund Policy here.

Where a CAS or visa has been issued, please refer to the <u>UK EU In-flight and</u> Post-Commencement Refund policy here.

# Special terms for students commencing studies online only (not applicable to students studying on 5 or 10-week OPSE English programmes):

#### Trial period and cancellation

If you are given specific permission to commence your programme online only, you may cancel your place and receive a full refund of any amounts paid by informing us in writing at any time from the start date of your programme for a period of up to 21 days (the 'Trial Period').

To withdraw from your programme before or during the Trial Period, please use the following link:



#### https://www.studygroup.com/request-withdrawal

If you decide to withdraw from your studies after the Trial Period has elapsed, you will not be eligible for a full refund of fees paid in advance. For further details, please refer to the Online Study Refund Policy at the link below.

## **CAS** issuance after commencing programme

If, after commencing your programme online, you are required to transfer to blended learning in Centre, we will contact you again in relation to the issuance of a CAS to enable you to apply for a visa. Please note that we will not issue a CAS if any instalment of your fees is overdue at that time and you will be unable to continue your studies.

The issuance of a visa is subject to meeting certain criteria including, but not limited to, your financial status and, in some cases, a satisfactory interview. In the event of an official visa rejection and you are unable to continue your study in Centre, refunds will be issued in accordance with our Online Programme Refund Policy.

View the full Online Programme Refund Policy UK Ireland here.

Please read the refund policy carefully and note in particular the circumstances in which advance tuition fees will NOT be refunded.

#### **Accommodation**

Should you decide to book accommodation through Study Group, additional charges may also be made for such items as accommodation security deposits, bedding packs and accommodation-specific insurance. You will be advised of these charges under a separate accommodation agreement at the time of booking. Residential accommodation is subject to availability and early confirmation is advised. For more information on accommodation during your period of study, please contact: Strathclyde.CSS@studygroup.com

For accommodation cancellations and refunds, individual tenancy agreements take precedence over the Accommodation Refund Policy below:

View the full **Accommodation Refund Policy** 

#### Centre tuition fees

Admission to programmes and your continued enrolment with the Centre is dependent on all fees having been paid by the required date.



After starting your programme, fees for the second term (and any subsequent terms) must be paid in full no later than two months before the start of the second term.

Reasonable efforts are always made to keep fees to the minimum that is consistent with the provision of a modern and efficient teaching programme. However, fee increases may become necessary from time to time in order to maintain standards or following a change in law or regulation. You will be notified in advance of any increase, but we will not increase fees during the course of an academic year.

If payments become overdue, we reserve the right to suspend or cancel tuition and to charge interest on the balance at the rate of 2% above the base rate of NatWest bank per month or part thereof.

## **Provision of tuition**

#### Pre-commencement

The Centre will use all reasonable endeavours to deliver all programmes described in our prospectus and other marketing materials. However circumstances may change due to factors beyond our reasonable control and it may be necessary to vary the content of a programme. We will use reasonable endeavours to ensure that any changes are kept to a minimum, but if we are required to make material changes to a programme before your arrival at the Centre, we shall inform you as soon as possible. If you reasonably believe that the changes will affect you adversely, you may transfer to an alternative programme at the Centre for which you are qualified or withdraw your application without any liability for fees (including the enrolment fee).

If there are not sufficient applicants either to make a programme viable or to deliver a quality student experience, we may cancel or withdraw a programme. If you receive an offer for a programme and we discontinue or withdraw that programme prior to your registration at the Centre, we will notify you as soon as possible and you will be given the opportunity to either change your programme of study or withdraw from the Centre. In such circumstances you will be eligible for a full refund of any fees paid to us. Please also be aware that certain programmes are extremely popular and have limited spaces available, therefore it is important that you confirm your place as soon as possible after receiving an offer. Failure to do so may result in your being unable to register on your chosen programme and you may be offered an alternative programme of study.

## Programme commencement date

You must ensure that you arrive on campus and are ready to start by the programme start date. You will not be admitted to your programme if you arrive after the



programme start date, unless there are exceptional circumstances that have been agreed with Study Group in advance. If you are unable to arrive by the programme start date or are unlikely to obtain a visa in time to travel to the Centre by the programme start date, you must contact our Admissions Team who will advise on the options available to you.

# **University undergraduate/postgraduate Programme Preparation Fee**

Should you be successful in progressing to a University programme, an amount equivalent to 15% of that programme's first year's tuition fees will be payable by you to us as a programme preparation fee. At the same time, you will be entitled to receive a 15% discount from the University in respect of its first year's fees. The relevant University programme preparation fees will be payable through your first year's University tuition fees.

#### **Academic criteria**

Acceptance on a programme is subject to students meeting the defined entry requirements and the Centre's criteria for English Language proficiency.

Students are accepted into the Centre on the strict understanding that progression through the programme is conditional upon satisfactory and required attendance and successful attainment of prescribed performance targets as outlined to you at the beginning of your programme. Students are formally assessed at least twice a year. The assessment will take into consideration:

- Programme work assignments
- Internal examination results
- Attendance
- Commitment to study

Students who do not meet the attainment criteria will not be allowed to proceed with their original programme, but may be offered an alternative programme or invited to withdraw from the Centre.

#### **Termination of studies**

Your attention is drawn to the following non—exhaustive list of circumstances in which we may terminate your studies:



- Insufficient attendance in line with our Attendance Policy (in accordance with UKVI requirements)
- Failure to provide evidence of your eligibility to study in the UK (in line with UKVI requirements)
- Serious breach of required standards of conduct as further set out in our Code of Conduct and Disciplinary Policy
- Multiple chargebacks in respect of any attempted payment of fees or any attempt to pay fees by fraudulent means by fraudulent means (including, but not limited to, the use of a stolen credit or debit card)

#### Study plan changes

All students' English and numeracy skills will be tested on arrival. If your results differ materially from those in your home country, for example as a result of not having been tested for a long time the Centre may discuss an alternative study plan more appropriate to your English and numeracy level. We would rather you succeed on an appropriate study programme than struggle on a programme beyond your levels of English and numeracy.

#### Personal insurance

#### **Accident and Medical insurance**

We strongly recommend that all students have appropriate accident and medical insurance for the duration of their study in the UK. Depending on the policy, insurance may cover otherwise non-refundable programme fees in the event of cancellation. You may either take out our StudyCare Insurance Plus policy or cover with an alternative provider. Further information about StudyCare Insurance Plus Policy can be found at the following link: <a href="http://www.studygroup.com/land/studycare">http://www.studygroup.com/land/studycare</a>. Cover under the StudyCare Insurance Plus policy will not commence until the insurance fees have been paid in full. Should you cancel your programme, you will also need to notify us that you wish to cancel your insurance policy.

#### Personal belongings and contents insurance

While the Centre takes all reasonable precautions to ensure the safety and security of students on campus we cannot accept responsibility for loss or damage to students' personal property. All students are, therefore, strongly advised to take out a contents insurance policy.

## Withdrawal from the Programme



Once you have commenced your programme (or after the expiry of the Trial Period mentioned above, if applicable), a minimum of one term's notice in writing is required to withdraw from your programme, whether or not you continue to attend lessons. Please refer to our UK EU In-Flight and Post-Arrival Refund Policy at the following link:

#### UK EU In-flight and Post Arrival Refund Policy

Notice of withdrawal must be given in writing or by email to the Centre Head and is effective from the date it is received. You may use the following link:

https://www.studygroup.com/request-withdrawal

# **Accounts procedures**

#### **Payments**

Payment can be made to the Centre using a number of payment options via our payment platform. Access to this platform can be found on the <a href="How to Pay">How to Pay</a> page using your unique student access code.

Please note that we are NOT able to accept cash payments for fees. Cash payments may only be made to cover sundry charges that may arise during your programme.

If you choose to pay in your local currency a foreign exchange rate will apply. The applicable exchange rate can be viewed online as at the time and date of the payment. Bank charges and commission for both the sending and receiving banks should be paid by the sender of funds or they will be applied to the student's account.

Accounts communications will be sent both to you and the person responsible for paying the fees unless written instructions are received to the contrary.

#### Other charges

No other incidental costs will be charged to your account unless you agree to them separately. These may include, for example, field trips, text books and vacation accommodation. Fees relating to sponsor reporting and additional support classes for sponsored students are included in the tuition fees set out in your personal statement and are not charged separately.

## **Data protection**



Any information provided to us may be held on computer and shall only be used by the Centre as permitted under any applicable data protection legislation. Your information will be held and processed for the purpose of administering your application, and we may share your information with Study Group's offices around the world. This information may be carried forward to your official student record, which holds data in electronic and paper form on your personal details, academic and administrative history and on relevant financial transactions.

With your consent or where a legitimate interest, we may also disclose appropriate personal data or sensitive personal data (as defined in the General Data Protection Regulation) to relevant third parties outside of Study Group including, but not limited to, your agent, sponsor, the University or an external debt collection agency during or after your period of study. This personal data may include information about your performance, progress and examination results at the Centre. We will not disclose information about you to any other third parties without your permission unless there are exceptional circumstances, for example when the health and safety of you or others is at risk or where the law requires information to be shared. Throughout we will always comply with our obligations under all applicable data protection legislation. For more information, please refer to our Student Privacy Notice.

Please note that we reserve the right to update the Student Privacy Notice from time to time.

#### **Variation**

These Terms and Conditions will apply to you from the date on which accept our offer of a place at the Centre and for the duration of your study there. No variation to these Terms and Conditions shall be made unless it is in your favour or is with your consent.

#### **UK** government bodies

We are obliged to report, on request, visa status, attendance records and UK contact details to relevant UK government bodies. Study at the Centre is conditional upon you complying with all policies of UK government bodies at all times. If you wish to continue your studies in the UK after studying at the Centre, you may need to reapply for a visa from outside the UK. Please ensure you check UKVI policy guidance for further information.

#### **Complaints**

It is recognised that students, their parents or their representatives may sometimes need to make a complaint about the services received during the application and admissions process. Study Group has a complaints service for this purpose. If you



wish to make a complaint at any time, in the first instance you should refer the issue to your Study Group admissions contact who will discuss the problem with you and attempt to resolve it. If we are not able to resolve an issue in this way, you should formally raise a complaint by email to: <a href="https://www.ukenung.com/wkenung-nc-mailto:ukenung-n

- State explicitly that you wish to make a formal complaint
- Include your name and student identification number or Admissions case number
- Give a general description of the complaint and the dates on which any events occurred
- Provide the names or positions of any members of staff or third parties directly relevant to the complaint
- We will acknowledge receipt of your complaint within 48 hours, and we aim to formally respond within 5 working days.

## **Post-registration Complaints and Appeals**

Our study centres seek at all times to provide the highest possible level of service and quality of student experience. However, there may be occasions when a student feels that the level has not been good enough. For those, we have a Complaints and Appeals Policy that sets out how a student can formalise a complaint if it cannot be resolved less formally. The policy also sets out the procedures for making an academic appeal. This document makes clear the criteria against which an appeal can be lodged and what a student needs to do if she or he wishes to pursue an appeal.

Please refer to the ISC's <u>In (and post) Residence Complaints and Appeals Policy</u> for more information, including details of your right to refer complaints to the Office of the Independent Adjudicator for Higher Education (OIA).

#### Communication

Please provide us with personal e-mail addresses and mobile telephone numbers before beginning your studies so that we can communicate with you at all times (for example, to send you student reports). Please also advise of any changes to your contact details as soon as they occur.

## **Acceptance and Indemnity**

Your acceptance (or acceptance by your parent or legal guardian if you are under 18 years of age) of a place to study at the Centre, indicates that you:



- Give consent to the administration of first aid and appropriate non-prescription medication to you, and give permission for medical, dental or optical and emergency hospital treatment when required
- Have given full details of any medicines currently being taken by you or any ongoing medical condition.
- Agree to the following indemnity: 'In consideration of the Head of Centre/Centre Director agreeing to make arrangements for and to authorise members of the staff of the Centre to take you from time to time on expeditions outside the premises of the Centre, you (or your parent or legal guardian as the case may be) hereby undertake to indemnify the Head of Centre/Centre Director and such members of the staff against:
  - any claims, damages or costs which they or any of them may be or become liable to pay in consequence of any injury/damage or illness occurring during or as a result of any of the said expeditions;
  - any claims by any third party which may be made against them or any of them in consequence of any act or default on your part during or as a result of any of the said expeditions.
  - any other costs and expenses reasonably incurred by them or any of them your behalf during or as a result of any of the said expeditions.

Provided that the indemnity herein shall not extend to any claims, damages, costs or expenses in respect of and to the extent to which the Centre and member(s) of the staff or any of them shall be entitled to be indemnified under any policy of insurance or as may arise as a result of negligence causing injury or death.

Without this indemnity, you may not take part in any expedition organised by the Centre.

#### **External educational oversight**

Study Group's International Study Centre network is regulated in the UK by the Office for Students (OfS). UKPRN 10008098.

#### **Important**

These Terms and Conditions apply to all bookings commencing after 1 December 2022. For bookings made prior to that date, please contact your admissions coordinator or Centre staff to obtain a copy of the relevant terms and conditions and refund policies which apply to your contract with us.