

University of Law
Postgraduate Terms and Conditions for GISMA Programmes
Effective from 7 June 2017

Please note that these terms and conditions (these “Terms”) only apply to programmes of study designed by the University of Law Limited and delivered at GISMA Business School GmbH (“GISMA Programmes” and “GISMA”). Degree awards for GISMA Programmes will continue to be provided by the University of Law. References in these Terms to “course” or “programme” and to “unit” or “module” denote respectively the whole, or a part, of a GISMA Programme¹.

By reserving a place on a GISMA Programme module, you enter into a legally binding contract with The University of Law Limited (No.07933838) (“the University”) which can only be varied by agreement in writing. You accept and agree to be bound by these Terms which include the fee and instalment schedule relating to GISMA Programmes and published by the University on its website (the “GISMA Fee Schedule”).

Your acceptance has immediate cost implications and creates financial commitments.

1. Confirmation of your place

Upon the University’s receipt of your acceptance, your contract with the University, and any applicable ‘cooling off period’, will commence immediately. Your place will be confirmed automatically.

2. Non-financial obligations

a) By reserving a place on a GISMA Programme you accept and agree to be bound by and comply with:

- all University policies published and as they may be updated from time to time on our website and in particular policies concerning Accessibility, Data Protection (including the Data Protection Declaration), Disability Support, Diversity, Important Information, Intermision, Safeguarding, Student Charter, Student Discipline (including the Student Discipline Regulations), Privacy Statement and Terms and Conditions of Website Use and Vacancy Advertising Service;
- those policies of GISMA which you are advised apply to you upon enrolment;
- all rules and regulations relating to your GISMA Programme contained in GISMA’s student handbook including attendance and disciplinary rules, IT, exam rules, assessment regulations, appeals and the like;
- all eligibility requirements of the relevant regulatory body for your GISMA Programme as detailed in your offer documentation;
- the University’s own eligibility requirements; and
- any disability support agreements applicable to your GISMA Programme pursuant to German law.

¹ A programme is an approved course of study that provides a coherent learning experience and normally leads to a qualification. All modules within an approved programme of study carry a specific credit value. Credit is awarded on successful completion of a module’s learning outcomes and provides a way of measuring, using numbers, the amount and intellectual demand of learning attached to that module. Programme Specifications, which are published statements about the intended learning outcomes of programmes of study, will set out the requirements for completion of whole programmes and the modules or range of modules, the credit from which may contribute to a programme.

Please refer to the University’s Awards Framework for further details: <http://www.law.ac.uk/about/policies/>

b) If you are currently studying for an entry qualification for a GISMA Programme and fail one or more assessments or fail to achieve the grade required to meet the conditions (if any) of your offer, you should confirm this via e-mail to the address below as soon as possible – it may affect your eligibility to start your GISMA Programme at the University and failure to promptly notify can have fee implications. In respect of this please use the following: admissions@law.ac.uk.

3. GISMA Programme fees

- a) Fees for GISMA Programmes include: tuition, the VLE to be used, course materials and first attempt examination or assessment fees.
- b) Fees for GISMA Programmes exclude: reassessments which will be charged for separately.
- c) If you are exempted from any part of a GISMA Programme or if you have applied for one or more individual modules, your fees will be detailed in separate documentation and correspondence along with details of payment and cancellation all of which form part of these Terms.
- d) GISMA Programme fees must be paid in accordance with the GISMA Fee Schedule or as detailed separately above.

GISMA Fees Schedule:

https://debroc.ac.uk/media/329409/ulaw_gisma_feeschedule_effective150617.pdf

- e) Late payment may lead to cancellation of your GISMA Programme place by GISMA.
- f) If you have financial sponsorship, you should pay the deposit (if any) yourself and the claim the amount from your sponsor.
- g) Please note that even if someone other than you makes any payment, or agrees to make any payment, on your behalf you remain liable for full payment until GISMA has received cleared funds. Any rights GISMA may have against the payer are not affected.
- h) In the event that you need to take a reassessment you must pay the prescribed fee on registration for the reassessment.
- i) If you have been awarded a bursary, award, promotional discount or University of Law scholarship (each an “Award”), you will receive your Award according to the specific terms and conditions applicable to that Award.
- j) If you do not pay the GISMA Programme fees or reassessment fees in accordance with these Terms and the GISMA Fee Schedule, GISMA and the University reserve the right to withdraw any offer, cancel your accepted place on the GISMA Programme, exclude you from any relevant assessment, exam or reassessment, leave your assessment or reassessment unmarked, withhold assessment or reassessment results and course materials

4. Cancellation

- a) Cancellation of the contract occurs when you cancel your place, or if GISMA or the University cancels the contract for one of the reasons (i) – (xiii) listed below (“Cancellation”).
- b) The extent of your fee liability will vary depending on the Cancellation date. For further details of your fee liability on Cancellation see the GISMA Fee Schedule, or as detailed in separate documentation and correspondence forming part of these Terms. Fees are not refundable other than in the circumstances described below.

How to cancel:

- c) To exercise your right to cancel you must inform us of your decision by a clear statement. You may use our model cancellation form but it is not obligatory to do so. Cancellation must be made by e-mail. You cannot cancel by telephone or otherwise. We recommend you keep a copy of your e-mail and any acknowledgement.
- d) Cancellation must be made via e-mail to admissions@gisma.com.

e) Cancellation by GISMA and the University

GISMA and the University reserve the right to refuse or withdraw an offer or cancel an accepted place on your GISMA Programme for any of the following reasons:

- (i) If you have not paid the GISMA Programme fees in accordance with these Terms (which include the GISMA Fee Schedule).
- (ii) If you have not met the eligibility criteria for the GISMA Programme.
- (iii) If your offer of a place is conditional and you have not met the requirements of your conditional offer.
- (iv) If you fail to supply any requested documentation prior to registration which is required to confirm your eligibility to study in Germany (see clause 8 Students from non-EEA countries).
- (v) If you fail to take up your place at the start of the GISMA Programme.
- (vi) If you fail to attend in accordance with University and GISMA requirements.
- (vii) If you are found to have committed gross misconduct or found guilty of a serious criminal offence.
- (viii) If there are not enough students confirmed on a particular GISMA Programme or if the number of students confirmed on a particular GISMA Programme exceeds the number of places available on that GISMA Programme.
- (ix) If the running or continuation of a GISMA Programme becomes unviable or practically impossible for the University and GISMA.

If the University and GISMA are unable to run the GISMA Programme or cancel your place for the last two reasons listed above, all the fees of the cancelled GISMA Programme will be refunded in full, including any deposit. The University and GISMA cannot be held liable for any remedy, damages or compensation beyond this.

5. Deferral

A request to defer is an application to cancel a reserved place on a GISMA Programme and reserve a new place on a later GISMA Programme on these same Terms, returning at the start of that course (“Deferral”).

- a) Deferral is not be available on all GISMA Programmes and there is no automatic right to defer.
- b) Any Deferral request to defer must be made via e-mail to: admissions@gisma.com
- c) Deferral will generally be permitted once only and is entirely discretionary.
- d) Payments of your fees must be up to date at the time of your request.
- e) Upon Deferral your deposit will be retained and carried over.
- f) Fees on the later GISMA Programme may increase.
- g) The University will confirm via e-mail whether or not your request to defer has been approved and your fee liability.

6. Intermission

A request to intermit is an application to cancel a reserved place on a GISMA Programme at any point from Week 3 of that programme, and reserve a new place on a later GISMA Programme on these same Terms, returning at an appropriate point in that later GISMA Programme as notified to you by the University (“Intermission”).

- a) Intermission is not available on all GISMA Programmes and there is no automatic right to intermit.
- b) You may request to intermit your reserved place after the end of Course Week 2.

- c) Intermission will generally be permitted by the University once only but is entirely discretionary. If permitted, it will be for a maximum of one year only, in accordance with the University's Intermitting Policy.
- d) Any Intermission request will incur a non-refundable Intermission fee of €300 (or other reasonable fee as may be set by the University from time to time to cover its administrative expenses).
- e) Any Intermission request must be made via e-mail to your GISMA Programme administrator or as otherwise directed
- f) Payments of your fee instalments must be up to date at the time of your request. Any fees due at the date of your request are not refundable.
- g) Fees on the later GISMA Programme may increase.
- h) The University will confirm via e-mail whether or not your Intermission has been approved and your fee liability.

7. Transfer

A request to transfer is an application to transfer from one GISMA Programme to another GISMA Programme on these same terms ("Transfer").

- a) Transfer is not available on all GISMA Programmes and there is no automatic right to Transfer.
- b) You may request to Transfer at any point before commencement of, and until the end of Week 2 of, your GISMA Programme. Once your GISMA Programme has started, any Transfer request once you have enrolled and started your GISMA Programme will incur a non-refundable Transfer fee of €100 (or other reasonable fee as may be set by the University from time to time to cover its administrative expenses).
- c) A Transfer request must be made via e-mail to your GISMA Programme administrator or as otherwise directed, explaining why you wish to Transfer and the mode of study and the GISMA Programme to which you wish to Transfer. Please include your full name and/or student reference number in your e-mail. We recommend you keep a copy of this e-mail.
- d) Payments of your fees must be up to date at the time of your request. Your deposit will be retained and carried over. Any fees due at the date of your request are not refundable.
- e) Fees on the other GISMA Programme may increase.
- f) The University will confirm via e-mail whether or not your request to Transfer has been approved and your fee liability, if any.

8. Students from non-EEA countries

- a) It is the responsibility of all students to apply for and secure the appropriate German residence permit or study visa which allows them to study in Germany and which covers the entire duration of their course. Students must make their application for a German student visa in their country of nationality. Neither the University nor GISMA can enrol you on any GISMA Programme at any GISMA campus in Germany without an appropriate German student visa.
- b) Neither the University nor GISMA accepts any responsibility for the Student visa application process, but upon request may provide potential students with certain documentation to support their application.
- c) In order to obtain your student visa for your studies at GISMA in Germany please note the following:
 - As an international student you have to apply for a student visa to study in Germany.
 - The visa process takes on average approximately 8 weeks after submission of all the necessary visa documents at the German Embassy/Consulate, and a further 1 to 6 weeks to open a student blocked bank account in Germany.

- In some countries the visa process alone may take up to 12 weeks in addition to the a further 1 to 6 weeks to open a student blocked bank account in Germany.
- i. PREPARE
 - Check the website of the German Embassy/Consulate in your home country to confirm the requirements for your student visa.
 - ii. VERIFY YOUR FUNDS
 - The immigration authorities require one of following proofs (a, b or c) of adequate financial means to cover your costs of living:
 - a. **Student blocked bank account in Germany with funds in credit of approximately €8,640 (being, 12 months x €720)**
 - Opening of the student blocked bank account may take 1- 6 weeks.
 - Account Opening Process:
 - Print out the appropriate forms from https://www.deutsche-bank.de/pfb/content/pk-konto-und-karte-international-students.html?pfb_tab=34880-34884
 - Complete the forms.
 - Sign and certify the forms at the German Embassy.
 - Send the forms to the relevant bank in Germany via the fastest possible courier.
 - Your account will be opened in 1-6 weeks.
 - The bank will send all the details of your account to you via email.
 - You must transfer €8,640 to the blocked account.
 - The bank will send a confirmation about the transfer to both you and the German Embassy/Consulate via email.
 - b. **Sponsorship letter (“Verpflichtungserklärung”) signed by a person known to you living in Germany, before the local immigration office in Germany and confirmed by the immigration office.**
 - c. **Sponsorship letter of the German Embassy from the home country (“Verpflichtungserklärung”) signed by a sponsor (parents, company etc.), stating that they will sponsor you with €720 per month for the duration of your studies. The sponsor needs to attach a sufficient proof, e.g. bank statements, pay slips, etc. (not accepted in some countries).**
 - iii. SUBMIT APPLICATION
 - Complete your application form provided on the German Embassy/Consulate website
 - iv. COLLECT DOCUMENTS
 - Collect the core documents required which are usually the following:
 - Valid passport;
 - Complete visa application form (usually 2 copies);
 - Acceptance letters from GISMA;
 - Verification of funds to cover the costs of living.
 - Health insurance proof recognised in Germany;

- Three passport photographs;
- Proof of payment of enrolment fee from GISMA
- Note that additional documents may be required. Please contact the German Embassy in your home country.
- v. BOOK AN APPOINTMENT
 - You must make an appointment with the German Embassy and this can be done online, or via telephone.
- vi. ATTEND
 - Attend the appointment with all your required documents.
- vii. SUBMIT APPLICATION
 - Submit all of your documents and complete and sign your application.
- viii. PAY FOR YOUR VISA APPLICATION
 - Once you pay the application fee for your visa, you will be given a receipt.
- ix. COLLECT BIOMETRIC DATA
 - When your application has finished, your biometrics will be collected by a finger scan.
- x. GET A RESIDENCE PERMIT
 - After your arrival in Germany you will need to obtain a residence permit from the local immigration organisation.

9. English Language Requirements

If, you have met our English language requirements, but your contact with the University prior to or during your GISMA Programme leads us to reasonably believe that your English language ability would be likely to seriously jeopardise your success on your GISMA Programme, we may ask you to demonstrate your English language ability by undertaking a Pearson or IELTS test at our expense. If you do not meet the minimum Pearson/IELTS scores stated for your GISMA Programme on our website, the University will be entitled to withdraw you from your GISMA Programme. In such circumstances, the University will have no liability to you but will refund to you any fees you have already paid less your deposit.

If you have any concerns about this you must contact admissions@law.ac.uk as soon as possible.

10. General

- a) These Terms (including any non-contractual obligations arising out of or in connection with these Terms) are governed by English law and are subject to the jurisdiction of the English courts.
- b) The University may transfer its rights and obligations under these Terms to any successor in title to its business or to any entity to which a substantial part of its business is transferred, and you authorise the University as your agent to enter into an agreement with such successor or entity in substantially the same form as this agreement to procure that such successor or entity succeeds to all rights and obligations of the University under these Terms. Alternatively, and at the University's sole discretion, you agree that you will execute any deed of novation that the University reasonably requests to give effect to such transfer.
- c) Failure or delay by the University to exercise any of its rights or remedies (full or partial) under these Terms shall not constitute any form of waiver.

- d) The University will use its reasonable endeavours to deliver your GISMA Programme in accordance with the description given to it on the University's website at the date of its commencement. However, the University reserves the right to make any variations to the GISMA Programme which it considers to be necessary including (without limitation):
- to reflect changes to the theory in an area of research or practices around the subject or its delivery;
 - as a result of a commissioning or accrediting body requiring certain GISMA Programme content to be added or changed;
 - if your educational experience would be or would be likely to be impaired if changes were not made to the GISMA Programme.
- e) Changes made by the University may include changes to the content and structure of the GISMA Programme as well as the location, dates, times and method of its delivery. Nevertheless, prior to making any change to the GISMA Programme which would, in the University's reasonable opinion result in you receiving a materially different service to that which you agreed when accepting your place on the GISMA Programme (a "substantial change"), the University will notify you in writing. If any change we propose would amount to a substantial change, you will be given the opportunity to (i) Transfer to a different GISMA Programme or (ii) withdraw from your GISMA Programme without further liability, in each case by giving the University written notice within 14 days of being notified of such substantial change. Where you have so notified the University that you wish to withdraw from your GISMA Programme, the University will refund in full any instalments of your GISMA Programme fees already paid, including any deposit. The University accepts no liability for any remedy, damages or compensation beyond this.
- f) These Terms (which include the GISMA Fee Schedule and any separate offer documentation and correspondence received by you and stated as forming part of these Terms pursuant to paragraphs 3(c) and 4(c) of these Terms) constitute the entire agreement between you and the University and you confirm that in accepting your place you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms.