



## Royal College of Physicians and Surgeons of Glasgow

### Post-Graduate Course Terms and Conditions - Effective from April 2019

*By reserving a place on a course or module, you enter into a legally binding contract with the Royal College of Physicians and Surgeons of Glasgow (the "College") which can only be varied by agreement in writing. You accept and agree to be bound by these terms and conditions (these "Terms") which include the fee schedule relating to your specific course (the "Fee Schedule").*

*Your acceptance has immediate cost implications and creates financial commitments.*

#### **Terms and conditions**

##### **1. Confirmation of your place**

Upon the College's receipt of your payment for Part 1, your contract with the College will commence immediately.

##### **2. Non-financial obligations**

By reserving a place on your course you accept and agree to be bound by and comply with:

- all College policies currently published and as they are updated;
- all rules and regulations relating to your course contained in the student handbook including attendance and disciplinary rules, IT, assessment regulations, appeals etc;
- all eligibility requirements of the relevant regulatory body for your course as detailed in the offer documentation;
- the College's own eligibility requirements;
- any disability support agreements applicable to your course.

##### **3. Course fees**

a) Course fees include: tuition, interactive learning resources, first attempt examination or assessment fees, and room and board for residential weeks where applicable and as detailed in course specific material

b) Course fees exclude: reassessments which will be charged for separately.

c) Current course fees for your course are detailed in your offer and can be seen in the Fee Schedule. Note for course/modules starting in or after October 2018: We review our fees on an annual basis, taking into account UK inflation rates and other costs. Accordingly, for courses starting in or after October 2018, tuition fees are likely to increase for every new academic year and for new course intakes. You should be aware that you may be charged different fees for subsequent years of your course. Our Fee and Instalment Schedules will be periodically updated once the fees for the forthcoming academic year are finalised.

d) If you are exempted from any part of a course 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.

- e) Course fees must be paid in full before the course begins by the deadline stated.
- f) Late payment may lead to cancellation of your course place by the College.
- g) If you have financial sponsorship, you should pay and then claim the amount from your sponsor.
- h) 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 the College has received cleared funds. Any rights the College may have against the payer are not affected.
- i) In the event that you need to take a reassessment you must pay the prescribed fee on registration for the reassessment.
- j) If you do not pay the course fees or reassessment fees in accordance with these Terms, the College reserves the right to withdraw any offer, cancel your accepted place on the course, 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) Depending on who initiates cancellation, and at what stage the course is cancelled, the following schedule of refund rates should be applied:

##### **Part 1 & Part 2**

- Delegate cancellation more than 4 weeks before start of that part of learning; a full refund will be given
- Delegate cancellation less than 4 weeks before start of that part of learning and no refund will be given, but the ability to defer will be offered on a first come, first served basis. Fee will be held by College until you move on to deferred course, and if costs have risen by then you will be due to pay the additional costs in the following year.
- Delegate cancellation of a place on any residential element less than 6 weeks before that element will incur an additional £250 residential cancellation fee.
- College cancellation with full payment made, but before course starts will incur a full refund
- College cancellation after first residential week has taken place in Glasgow and before module two begins will incur a 50% refund.

If the College is unable to run the course, it will refund in full all the fees of the cancelled course. The College cannot be held liable for any remedy, damages or compensation beyond this.

##### **b) How to cancel**

To exercise your right to cancel you must inform us of your decision by a clear statement.

Cancellation must be made by email in writing. You cannot cancel by telephone or otherwise. We recommend you keep a copy of your email and any acknowledgement. Cancellation must be made via email to [expedition@rcpsg.ac.uk](mailto:expedition@rcpsg.ac.uk)

### c) Cancellation by the College

The College reserves the right to refuse or withdraw an offer or cancel an accepted place on the course for any of the following reasons:

- (i) If you have not paid the course fees in accordance with these Terms.
- (ii) If you have any outstanding debt owed to the College in respect of any other College course.
- (iii) If you have not met the eligibility criteria for the course.
- (iv) If you fail to supply prior to registration any requested documentation which is required to confirm your eligibility to study in the UK.
- (v) If you fail to supply any documentation upon registration which is required by the Home Office.
- (vi) If you fail to take up your place at the start of the course.
- (vii) If you fail to attend in accordance with College requirements.
- (viii) If you are found to have committed gross misconduct or found guilty of a serious criminal offence.
- (xi) If there are not enough students confirmed on a particular course or if the number of students confirmed on a particular course exceeds the number of places available on that course.
- (xii) If the running or continuation of a course becomes unviable or practically impossible for the College.

### 5. Residential Weeks

If you confirm attending any of the residential weeks and then cannot attend at short notice, you will be required to pay for that individual residential week in the future if you wish to complete the module. In this scenario, short notice is regarded as being within four weeks. *See section 4 on cancellation terms.*

### 6. Deferral

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

- a) Deferral may not be available on all courses and there is no automatic right to defer.
- b) Any Deferral request must be made via email to: [expedition@rcpsg.ac.uk](mailto:expedition@rcpsg.ac.uk)
- c) Deferral will generally be permitted by the College (entirely at its discretion) once only.
- d) Upon Deferral your fee will be retained and carried over.
- e) Course fees on the later course may increase.
- f) The College will confirm via email whether or not your request to defer has been approved and your fee liability.

### 7. General

- a) The College 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 College 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 College under these Terms. Alternatively, and at the College's sole discretion, you agree that you will execute any deed of novation that the College reasonably requests to give effect to such transfer.
- b) Failure or delay by the College to exercise any of its rights or remedies (full or partial) under these Terms shall not constitute any form of waiver.

c) The College will use its reasonable endeavours to deliver your course in accordance with the description given to it on the College's website/course material at the date of its commencement. However, the College reserves the right to make any variations to the course which it considers to be necessary including (without limitation) where:

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 course content to be added or changed;

to optimise your educational experience.

Changes made by the College may include changes to the content and structure of the course as well as the location, dates, times and method of its delivery. If any change we propose would result in you receiving a materially different service to that which you agreed when accepting your place on the course, you will be given the opportunity to withdraw from your course without further liability.

d) These Terms constitute the entire agreement between you and the College 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.

If you began your course prior to October 2018, the above terms and conditions will not apply to you.