

GCA Online Degrees Terms & Conditions

1. Introduction

- a) These terms and conditions set out the basis of the contractual relationship between you (“Student” or “you”) and GoCreate Academy (“GCA” or “We” or “GoCreate Academy”) and relate to enrolment onto one of our accredited, higher education courses. We provide online education courses and related products and services in the creative arts. Our registered office address is Ealing Studios, Ealing Green, London, W5 5EP and company number is 12487742.
- b) You can contact us using the contact details provided on our website at www.gca.ac.uk
- c) We reserve the right to modify these terms and conditions without notice. Our latest terms and conditions are on our website.
- d) An Accredited Course, also known as regulated qualifications, are those that are reviewed, recognised and monitored by regulatory bodies in order to make sure that they meet specific criteria and quality standards. Our Undergraduate courses are fully accredited, and quality assured, by the University of West London.
- e) A contract between you and GoCreate Academy is formed when you complete the booking process and make your deposit payment. This confirms your acceptance of the offer of a place at GoCreate Academy and commences your contract with GoCreate Academy.
- f) These terms and conditions comprise part of the contract between you and GoCreate Academy about your course of study or research. The other parts of the contract you should ensure you have read prior to commencing your contract with GoCreate Academy are:
 - i. GCA’s Student Handbook which will have been sent to you with your offer letter,
 - ii. GCA’s Student Code of Conduct, which can be found within the GCA Student Handbook.
 - iii. Your offer letter - whether the offer is made directly by GCA or indirectly by UCAS or another authorised agency.
 - iv. Your application form.
- g) Together these form the entirety of the agreement between you and GCA relating to your course and replaces any other undertakings or representations (the “Agreement”). The details of which will be confirmed to you via your Booking Confirmation.
- h) A copy of our latest terms and conditions, our Student Handbook and our Student Code of Conduct can be found on our website. We reserve the right to modify these documents at any time and prior notice of any changes will be provided.

2. What You Should Expect from GCA

1. GCA will provide you with the tuition and learning support associated with your course with reasonable care and skill in the way described in the relevant specification and publication for the appropriate academic year.
2. GCA will use its reasonable efforts to provide you with appropriate access to academic and other resources in support of your studies including: suitable learning resources, pastoral support, careers, employability and placement advice and support.
3. An organised and efficient approach to administration, including ensuring that the timetabling of teaching sessions is communicated to students no less than one week in advance of the start of each semester. All live teaching sessions will be scheduled on weekdays, between 9am – 9pm GMT (Greenwich mean time) and all reasonable efforts will be undertaken to ensure that the time and day of teaching sessions will not be changed once the semester has started. If you have specific timetable requests, you should notify GCA at the earliest possible opportunity. Every effort will be made to accommodate any such requests, but no guarantees can be given.

3. What GCA Expects from You

1. As a student member of GCA community, you agree to behave respectfully to all other members of our community.
2. You must familiarise yourself with and adhere to all GCA's regulations, policies and codes of practice that are published on GCA's website and as revised from time to time.
3. You should provide accurate information on application and enrolment (students discovered to have falsified or misrepresented information may be liable to expulsion from GCA).
4. You must comply with GCA's Student Handbook which contains your obligations as a student. The Student Handbook contains important information about the expectations that GCA has of you as a student and the relevant procedures and processes to be followed.
5. You are expected to take responsibility for your studies including attending all scheduled teaching sessions, examinations and submission of assessments.
6. You must have access to the appropriate resources (for example electronic hardware and software) necessary to complete the course. *Please refer to table below for hardware: Additionally please refer to the equipment video on www.gca.ac.uk

7. You are expected to check your GCA email account regularly, in order to be fully aware of developments and information.
8. You must ensure that GCA is provided with accurate, up-to-date contact information. This includes informing GCA of any changes to such details, including changes in your visa status (if applicable). Any past (unspent) or pending criminal charges or convictions should be declared on your application form, or immediately after any such charge or conviction should this arise during your course.
9. If attending any GCA onsite event or training you will take reasonable care of yours and others health and safety within the GCA community and will co-operate with GCA in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by GCA.

* Windows

	Minimum specifications	Recommended specifications
Processor	Intel® 6 th Gen or newer CPU – or AMD equivalent	Intel® 7 th Gen or newer CPU – or AMD equivalent
Operating system	Microsoft Windows 10 (64-bit) version 1803 or later	Microsoft Windows 10 (64-bit) version 1809 or later
RAM	8 GB of RAM	<ul style="list-style-type: none"> • 16 GB of RAM for HD media • 32 GB for 4K media or higher
GPU	2 GB of GPU VRAM	4 GB of GPU VRAM
Hard disk space	<ul style="list-style-type: none"> • 8 GB of available hard-disk space for installation; additional free space required during installation (will not install on removable flash storage) • Additional high-speed drive for media 	<ul style="list-style-type: none"> • Fast internal SSD for app installation and cache • Additional high-speed drive(s) for media
Monitor resolution	1280 x 800	1920 x 1080 or greater
Sound card	ASIO compatible or Microsoft Windows Driver Model	ASIO compatible or Microsoft Windows Driver Model
Network storage connection	1 Gigabit Ethernet (HD only)	10 Gigabit ethernet for 4K shared network workflow
Internet	Internet connection and registration are necessary for required software activation, validation of subscriptions, and access to online services.*	
More system requirements	<ul style="list-style-type: none"> • Hardware acceleration system requirements 	

macOS

	Minimum specifications	Recommended specifications
Processor	Intel® 6 th Gen or newer CPU	Intel® 6 th Gen or newer CPU
Operating system	macOS v10.13 or later	macOS v10.13 or later
macOS v10.13 or later RAM	8 GB of RAM	<ul style="list-style-type: none"> • 16 GB of RAM for HD media • 32 GB for 4K media or higher
GPU	2 GB of GPU VRAM	4 GB of GPU VRAM
Hard disk space	<ul style="list-style-type: none"> • 8 GB of available hard-disk space for installation; additional free space required during installation (will not install on a volume that uses a case sensitive file system or on removable flash storage devices). • Additional high-speed drive for media 	<ul style="list-style-type: none"> • Fast internal SSD for app installation and cache • Additional high-speed drive(s) for media
Monitor resolution	1280 x 800	1920 x 1080 or greater
Network storage connection	1 Gigabit Ethernet (HD only)	10 Gigabit ethernet for 4K shared network workflow
Internet	Internet connection and registration are necessary for required software activation, validation of subscriptions, and access to online services.*	
More system requirements	<ul style="list-style-type: none"> • Hardware acceleration system requirements 	

Note:

Requirements vary between systems. The requirements listed here are the base requirements only.

4. Fees and Payment

- a) GCA charges course fees for delivery of its courses (“Course Fee”). You will be informed of your Course Fee as part of your offer letter. Currently the yearly fee is £5,970 per year plus £25 registration fee but please see offer for most up to date. You are required to pay Course Fees at the beginning of each academic year as part of the enrolment process. If you withdraw from GCA after enrolling for that academic year you will need to formally notify GCA of your withdrawal. You will be liable for fees as per our terms below.

- b) Students can pay for their course fee directly to GCA via our website gca.ac.uk or apply for student finance through the University of West London (UWL) via the Student Loans Company (SLC). For admissions related enquiries please contact the UWL admissions team via email undergraduate.admissions@uwl.ac.uk or telephone 0208 231 2220.
- c) For students not using student finance via SLC for all of our accredited programmes who have any questions please contact studentsupport@gca.ac.uk or telephone 0208 638 8316
- d) Payment options:
- I. Full payment of £5970 + £25 reg fee eg: Year start September 28th 2020 payment of £25 taken immediately and payment of £5970 must be paid by September 21st 2020
OR
 - II. Payment plan of 3 instalments (£1990) per academic year + £25 reg fee: eg: Year Start September 28th 2020 - payment of £25 taken immediately and payment of £1990 must be paid by September 21st 2020 with following payments of £1990 each to be made at minimum 1 week before the start of Terms 2 and 3.
 - III. Payment is deemed to have happened when we have received cleared funds.
 - IV. Students can request a payment plan to allow fees to be paid to a different timetable to the above. This agreement must be signed and returned to the finance team to confirm the plan.
 - V. It is the responsibility of the student to ensure that their tuition fees are paid on time, even if the fees are being paid by any third party company. In the event that tuition fees have not been paid in full by the relevant final payment date, GCA shall be entitled, but not bound to, refuse to permit the Student to continue on the course.
 - VI. The full balance of second and third years' fees is due a minimum 1 week before the start of each term.
- e) GCA reserves the right to increase your Course Fees on re-enrolment in line with the Retail Price Index ("RPI") annual rate of inflation.
- f) The Course Fees do not include certain production costs, and other miscellaneous expenses which may be related or required as part of your course for example; (this is not an exhaustive list)
1. additional course materials,
 2. books,
 3. additional production or kit or ancillary courses
 4. travel costs,
 5. any fees payable for residential accommodation,
 6. travelling expenses, or
 7. field trip expenses.
- g) Where there are any Additional Costs or Fees for a course, you will be

informed of these in your offer letter.

- h) If you are required to retake any modules then an additional fee of £1,000 per module will be charged.
- i) If you have any concerns regarding the payment of fees or requires further information about tuition fees, please contact GCA (studentsupport@gca.ac.uk or call 0208 638 8316) .

5. Conditions of Offer

1. It is your responsibility to ensure that all the information you provide to GCA and/or the UK Home Office and/or the UK Foreign Office is true and accurate.
2. If it is discovered that your application contains incorrect or fraudulent information, there is a re-assessment of your fee status, or significant information has been omitted from your application form, GCA may withdraw or amend your offer, or terminate your registration at GCA, according to the circumstances.
3. The offer GCA makes to you will be conditional or unconditional. If your offer is conditional, GCA will set out the conditions which you will need to fulfill in order to be admitted onto your chosen programme. In particular, your offer may be conditional upon you passing an English language test.
4. If you have not fulfilled the conditions of your offer before the date notified to you in your Offer or any other date notified to you, GCA reserves the right to withdraw your offer or defer your application to the next year of entry.
5. You may be required, at the request of GCA, to provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to GCA's satisfaction may result in the termination of your offer, the revocation of your registration as a student of GCA and termination of the Contract.

6. Booking and Enrolment

- a) Booking is the process whereby you accept an offer to study on a course with GoCreate Academy. The booking process requires you to:
 - i. Submit an application form
 - ii. Submit any supporting materials such as academic transcripts, passport photo, portfolio etc.
 - iii. Agree to our terms and conditions
 - iv. Agree to abide by GCA's regulations and policies;
 - v. If necessary, attend a virtual interview, or via telephone.
 - vi. Confirm acceptance of our offer
 - vii. Pay a non-refundable registration fee of £25 and either full year or first term a minimum of 1 week prior to starting.
- b) Enrolment is the process whereby you officially become a student of GCA. The enrolment process requires you to:
 - i. Ensure that GCA has the correct personal details for you;
 - ii. Provide proof of your qualifications and fee status;
 - iii. Settle your outstanding Course Fees (see Payment and Fees above).

- c) You must enroll with GCA at the beginning of your studies. You must re-enroll at the beginning of each subsequent academic year of your course, in accordance with instructions issued by GCA, in order to continue your course of study and maintain your student rights and privileges.
- d) You will be entitled to re-enroll for subsequent academic years provided that:
 - i. you have paid the Course Fees;
 - ii. you have not been withdrawn from GCA;
 - iii. you have met the relevant progression requirements for the previous years of your course.

7. Cancellation Period

- a) When you accept GCA's offer you have a legal right to cancel the Contract at any time within 14 days from the date the Contract is formed i.e. from your payment of the deposit. "Cancellation Period"). You do not have to give a reason for cancellation.
- b) You must inform GCA of your decision to cancel within the Cancellation Period by writing to us: GoCreate Academy Admissions Office, Ealing Studios, Ealing Green, London W5 5EP, United Kingdom or by emailing GCA's Admissions office at studentsupport@gocreateacademy.com
- c) If you have paid a deposit, if you cancel within the Cancellation Period we will reimburse you for all payments received from you. We will make the reimbursement without undue delay and not later than 14 days from the date of receipt in writing by GCA of your decision to cancel this Agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction, minus any fees incurred.
- d) You may also withdraw from the Course and terminate the Contract after the Cancellation Period. To withdraw from your Course after the Cancellation Period you must follow GCA's withdrawal procedures and terminate in accordance with the Withdrawal Section 17 below.
- e) Where there are exceptional circumstances these will be dealt with entirely at GCA's discretion on a case-by-case basis.

8. How we communicate with you

- a) When you enroll, we will create a student email and Slack messenger account for you. GCA will use these accounts to communicate with you and it is important that you check your inbox and Slack account regularly.
- b) GCA will communicate with you via a variety of channels including mobile, phone, email, online applications, letter and online notices on the Student Portal. You should ensure that you keep your details up to date and that you check the Student Portal regularly.

9. Changes to your course

- a) Whilst GCA will always try and minimise making changes to the Contract (including changes to the Services there may be times where changes are needed. This section describes the circumstances when we can make changes, as well as providing you with further information about what we will do where we look to make such changes.
- b) Changes to pre-Contract information
- i. If any information that we may have given to you at the time you were researching GCA and making an application for the Course changes by the time we send out our Offer, we will highlight details of those changes in the Offer.
 - ii. By accepting our Offer, you will be confirming that you are accepting our Offer on the basis of the changes documented in the Offer. Examples of changes that we may make at this stage could include the following:
 - changes made in response to feedback from students and/or external examiners;
 - unavoidable changes in our academic or student support staff;
 - where we advised that the Course was subject to minimum enrolment numbers at the time we advertised the Course, if there are, by the cut-off date notified to you, insufficient student numbers to make the Course viable, we may need to combine, alter or discontinue a Course
 - where we advised that the Course was subject to approval by UWL at the time we advertised the Course, if approval has not been obtained by the date of your offer, we may need to combine, alter or discontinue a Course
 - changes that are required by law and/or as a result of a regulatory requirement that GCA, as a provider of educational services, is required to comply with;
 - changes that are required by a statutory, regulatory and/or professional body and/or other regulator;
 - reasonable changes to the content and teaching provided on the Course;
- c) Changes after you have entered into the Contract with us
- i. Where we need to make changes to the Contract and Services after our Contract has been formed, we will, in each case, assess the potential impact of such change on the Contract and our students and will follow the principles set out in this section. GCA is always looking to improve and enhance students' experience with us, and we will engage in dialogue with our students throughout their studies, as well as with our teaching staff, and will actively seek feedback from these groups about how we can improve our service delivery to our students.
 - ii. The circumstances that we describe in section 9.d are not the only ones that may arise during your studies with us, but these will give you some context as to when we may need to amend the Contract (including the Services and Course). Section 9.e provides you with illustrative examples of the type of changes that may arise as a result of the reasons set out in section 9.d
- c) When we can make changes to the Contract
- i. We can make changes to our Contract (including to the Services and/or Course and/or to our Student Handbook):
 - to reflect changes in the law and/or professional, regulatory and/or statutory body and/or UKVI requirements;

- as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
- to comply with any requirement set by the Office for Students;
- to comply with accrediting body requirements;
- to deal with unavoidable changes in our academic and/or support staff;
- to address and/or to take steps in response to a security threat;
- to incorporate sector good practice guidance;
- in light of student feedback and/or external examiners' feedback;
- to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
- minimum enrolment numbers / fall in future enrolment numbers;
- withdrawal of any relevant accreditation;
- to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider
- to reflect changes made by a collaborative partner and/or the requirements of a collaborative partner
- for any other valid reason.

e) What type of changes may be made?

- The reasons in section 9.d above may result in a number of different changes being made by us in response. We have set out in this section some examples of these responses and, to help you understand what such changes may mean for you in practice, we have done this by referring to those examples using the headings "major changes" and "minor changes". The provisions of section 9.f will apply depending on the type of change that is anticipated at the time. GCA will determine if a change is minor or major.

- Minor Changes (non-exhaustive list of examples)

- reasonable changes to the timetable for delivery of your Course;
- reasonable changes to the number of classes/lectures and other teaching activity relating to the Course;
- reasonable changes to the methods by which the Course is delivered and/or assessed;
- reasonable variations to the content and syllabus of the Course;
- additions and/or withdrawals of certain non-core modules on your Course;
- changes to reading lists to deal with changes in the relevant subject area relating to your Course to ensure the same remains as up to date as possible;
- procedural changes to our Student Handbook that help improve the same to your benefit;

- Major Changes (non-exhaustive list of examples)

- additions and/or withdrawals of certain core/compulsory modules on your Course;
- more significant changes to our Courses;
- significant changes to our Student Handbook that help improve them but may not be to your benefit.

f) How we will tell you about changes to the Contract

- For minor changes, we will notify you via our student portal of any amendments by providing you with as much notice as is in our view appropriate in the circumstances. Where possible, we will look to

provide this notice to you in advance, but this may not always be possible.

- ii. For major changes, we will notify you via our student portal and via email as soon as possible, and in any event, generally no later than 1 month before we are due to make the relevant change. If you do not agree with a major change we make to the Course, you will be entitled to terminate the Contract, in accordance with section 20 and you may be entitled to an appropriate refund of the Fees you have paid to us.

g) Withdrawal of Courses

i. Pre-commencement of Course.

- There may be times where we need to discontinue the Course or decide not to provide the Course or to merge or combine the Course with other Courses of study, if such action is reasonably considered to be necessary by GCA.
- If GCA decides to take such action prior to the Course commencing then it will use reasonable endeavours to notify you in advance and you shall be entitled to cancel this Contract by written notice to GCA.

ii. Post-commencement of Course.

- There may also be times where we need to discontinue the Course or to merge or combine the Course with other courses after the Course has commenced, if such action is required as a result of one of the reasons set out in section 9.e.

iii. If section 9.g.i or 9.g.ii applies, we will take reasonable steps to seek to:

- offer you a place on an alternative course at GCA (subject to place availability and you complying with the requirements of admission to and registration on that Course); or
- (at your request) assist you to join another course at another institution, and
- In these circumstances, you may be entitled to an appropriate refund of the Fees you have paid to us.

h) Changes to Fees

i. GCA may increase Fees annually in line with the Consumer Prices

Index (available at [https://www.ons.gov.uk/economy/inflationandpriceindices.](https://www.ons.gov.uk/economy/inflationandpriceindices))

The Consumer Price Index is a measure of inflation published monthly by the Office for National Statistics. It measures the change in the cost of a representative sample of retail goods and services. The current Consumer Price Index rate is 2.3%.

ii. GCA will notify you of the level of increase to your Fees in writing.

10. Attendance and Assessment

- a) In order to succeed on your course you will need to virtually attend scheduled classes. GCA will monitor student attendance at scheduled classes in order to identify, improve and support student experience, engagement and progression during the course of your studies.
- b) You must submit assessments as required and as outlined in your module study guides. Students who fail their modules or who do not submit to assessment may not be able to progress as outlined in the student handbook

11. Criminal Convictions

- a) When you apply to GCA, you must disclose any relevant unspent criminal convictions. GCA will consider whether such convictions are compatible with membership of GCA and, in particular, with a place on your course.
- b) A DBS check may be required for placements or other activities you may undertake, such as volunteering, which involve working with children.
- c) Once enrolled as a student, you must inform GCA immediately of any criminal charges or convictions received.
- d) Failure to disclose any relevant criminal convictions could lead to termination of this Agreement by GCA under section 19.

12. Insurance

- a) GCA has appropriate public liability insurance. It will also provide insurance for offsite visits you undertake under GCA's supervision subject to risk assessment clearance.
- b) However, you should ensure that you insure your personal belongings. You may be required to take out other types of insurance, for example, health insurance while on overseas placement.

13. Collections and Processing of Data

- a) By accepting an offer of a place at GCA and entering into this Agreement you understand that GCA and its partners or agents will process your personal data in order for GCA to meet its obligations to deliver education services to you under this Agreement.
- b) GCA needs to collect, hold and process your personal data for the purposes of administering and managing your course and all other services provided to you. Personal data includes your student records, application data, assessment marks, residence data, attendance data, accessing learning materials (including our virtual learning environment, and other systems) and financial data.
- c) The data will be processed in line with all applicable data protection legislation and GCA's Data Protection Policy. The data will be processed in line with the General Data Protection Regulations and the Data Protection Act 2018. GCA has adopted the University of West London's Data Protection Policy and the Student Data Privacy Notice, which is available on the GCA website.
- d) At enrolment, you will be asked to consent to GCA processing your sensitive personal data which comprises your ethnicity, sexual orientation and any relevant criminal convictions. Provision of this information is optional other than relevant criminal convictions which you must disclose.
- e) Disclosure to Statutory/Public Third parties: GCA is required by law to disclose some of your personal data to certain statutory and public bodies. The following are the statutory bodies GCA may disclose student personal data to (please note that this is an indicative, not an exhaustive list)
 - i. The Higher Education Statistics Agency (individualised statutory returns made by all Universities). Full HESA data collection notice available here: <http://www.hesa.ac.uk/fpn>

- ii. The National Students Survey, the Graduate Outcomes survey, and other processes intended to review and enhance the student experience
- iii. Student Loans Company (student loans)
- iv. UK Home Office
- v. UK Visa & Immigration
- vi. Upon graduation, you will be invited to join GCA's alumni community. Your details will be passed to our Marketing team to enable them to contact you. You may withdraw from these communications at any time by contacting the Alumni team at info@gca.ac.uk

14. Copyright and Intellectual Property

1. All intellectual property rights developed by students as part of their course normally belong to you the student, or in the case of group projects to the respective students involved in the project ("Student IP") subject to certain exceptions detailed in the student handbook. These include projects such as productions and in which a large group of students collaborate on a curriculum based project that is funded by GCA.
2. You agree to grant GCA a continuing, royalty-free, irrevocable, transferrable and non-exclusive worldwide license to use your Student IP, including the right to sub-license, for the purposes of teaching, research, marketing, internal administration and other non-commercial use.
3. GCA may use Student IP for commercial purposes. In such circumstances, you will be entitled to a royalty.
4. Where GCA makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.
5. GCA may record class work and student performances throughout the academic year and are not obliged to share this footage with the Student.
6. All intellectual property rights (including without limitation registered design, copyright, database right, trademarks, application to register any of the aforementioned rights, trade secrets and/or know how) in GCA materials and courses described in this brochure are and shall remain the exclusive property of GCA or its licensors.
7. GCA shall also own all intellectual property rights arising in the parts of recordings (visual and/or audio) and writings made or written by GCA employees during the teaching of courses where GCA and its employees have had input into the composition and/or recording and/or filming and/or production of said works.
8. Any unauthorised reproduction, dissemination, broadcast or other use of such GCA owned or controlled recordings (visual and/or audio) and/or writings is prohibited and shall constitute breach of this Agreement and an infringement of copyright.

9. From time to time, GCA may offer to certain students Publishing and/or Production licensing and/or administration arrangements, with the express intent of cooperatively exploiting songs and/or recordings presented by the student to GCA. All such arrangements shall be subject to acceptance of the terms offered in each case.

15. Feedback and Complaints

- a) We will regularly ask for your feedback on your course through module evaluations, surveys and the Course Committee to help us improve our services to you.
- b) Should you wish to make a complaint GCA has in place policies which sets out how complaints may be made.
- c) If you are an applicant to GCA, you may raise a complaint or an appeal about the manner in which your application was handled in accordance with the Admissions Policy.
- d) If you are an enrolled student of GCA and you have an issue with your course or a particular service, you should raise this in accordance with the Student Complaints Policy, which can be found in your student handbook, or on our website, which comprise three stages to the complaint process,
 - i. Informal Resolution,
 - ii. Formal Complaints Procedure
 - iii. Review by our validating partner, UWL.
- e) If the complaint remains unresolved after exhausting GCA's internal complaints procedures, you can then apply for an external review of the complaint to the Office of the Independent Adjudicator for Higher Education ("OIA").

16. Limitation of Liability

- a) What we are responsible to you for:
 - i. If we fail to comply with our obligations under this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or our negligence, 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.
- b) What we are not responsible to you for:
 - damage to or theft of Computer equipment or personal belongings (including infection with a computer virus);
 - the loss or non-return of work submitted for assessment;
 - injury arising from voluntary sporting activity;
 - personal injury or death
 - loss of opportunity and loss of income or profit, however arising; or
 - any loss as a result of cyber fraud
 - any consequential loss for accommodation costs committed to or domestic and international travel costs to GCA facilitated placement
 - accepts no responsibility for the quality of services or products provided or offered by third party advertisers and/or vendors (and any inclusion in

course materials or other presence during a course does not constitute a recommendation or endorsement by GCA).

- c) We do not exclude or limit in any way our liability for:
- death or personal injury caused by our negligence or the negligence of our employees,
 - agents or subcontractors;
 - fraud or fraudulent misrepresentation; or
 - any other matter which we are not permitted to exclude or limit our liability by law.
 - events outside our control
 - strikes and industrial action
 - staff illness
 - significant changes to Higher Education funding
 - severe weather
 - natural disaster
 - epidemic or pandemic
 - fire, flood, war, civil disorder or unrest, riot, terrorist attack or the threat of it;
 - and restrictions imposed by the government or public authorities
- d) In such circumstances, GCA reserves the right to cancel, delay or change part or all of your course.

17. Termination of Contract

How we can end this agreement with you:

- a) GCA may withdraw your offer or terminate this Agreement in writing with immediate effect
(subject to your rights of internal appeal) if:
- I. you or your sponsor fail to pay the Course Fees;
 - II. you failed to meet the conditions of the offer made to you;
 - III. you provided false, incomplete, inaccurate or misleading information in your application to GCA or at any other time;
 - IV. you fail to meet GCA's progression or award requirements;
 - V. you fail to meet your obligations under Tier 4 student visa or you no longer have permission to study in the United Kingdom (if applicable);
 - VI. you materially breach these Terms and Conditions.
 - VII. it transpires that any conditions are not met (whether by registration or at any time thereafter);
 - VIII. you fail to comply with relevant student obligations (e.g. re. attendance, engagement, academic progression);
 - IX. you have provided false, incomplete, inaccurate or misleading information;

- X. you are found guilty of certain types of criminal activity during the contract;
 - XI. you commit a material breach of regulations, policies or procedures, such as disciplinary, academic misconduct, fitness to practice;
 - XII. force majeure events occur
 - XIII. if your continued attendance gives rise to serious concerns regarding the health and/or safety of you, GCA staff and/or other students or serious student mental health concerns; and/or
 - XIV. the course is suspended or withdrawn
- b) You have a right to submit an internal appeal of GCA's decision to terminate the Agreement under the Student Complaints Procedure
- c) Consequences of termination. If at any time this Agreement terminates:
- I. GCA shall be entitled to refuse to enroll you on your course (if, at the date of termination, you have not already enrolled)
 - II. GCA shall be entitled to require you to stop studying on your course and to leave GCA immediately (if, at the date of termination, you have enrolled)
 - III. you are required to return to your GCA Student Identification Card issued to you on enrolment, together with all property owned by GCA; and
 - IV. You must pay all outstanding fees immediately, which will be calculated based on our Refunds & Compensation Policy which is available on our website.

How you can end this agreement with us:

- a) You may withdraw from your course and terminate this Agreement at any time.
- b) To withdraw from the course you must;
 - I. give notice, in writing to GCA.
 - II. contact your course leader and GCA office to initiate the process for withdrawal.
 - III. complete a Student Withdrawal Form and we request that you also provide a reason for withdrawal, although this is not required.
 - IV. You must pay all outstanding fees immediately, which will be calculated based on our Refunds & Compensation Policy which is available on our website.
- c) Notice to withdraw will take effect on receipt of the completed Student Withdrawal Form by GCA office.

18. Disability support & Equal opportunities

- a) If you have additional support needs, we encourage you to contact the Admissions team at GoCreate Academy, and declare this in your medical declaration to us. Any information you provide will be treated as strictly confidential.
- b) You are encouraged to contact the Admissions team as soon as possible as any delays in disclosing your disability may result in a delay in providing any appropriate support.
- c) If additional support needs develop during your time of study with us, then we encourage you to contact the student support team who will be able to advise

you on the appropriate support we can offer (studentsupport@gcreateacademy.com).

- d) We wish to support the development of creative and imaginative students for employment in industry, none of which is affected by physical or mental disability. Therefore, we support the development of individuals who may be physically or mentally challenged by the demands of certain courses which we find is best accommodated by early notification of potential difficulties. We will always try and take reasonable and justifiable steps to accommodate the difficulties in question, taking into account the student's difficulties, practical capability, impact and potential disruption, cost implications, and other legal considerations. However, the very nature of a course may make course accessibility difficult for students with particular types of disability. Where this occurs we will endeavour to discuss this with you in advance whether you wish to attend certain aspects of a course where such challenges are reasonably and justifiably surmountable or agree an alternative solution which is satisfactory to both parties.
- e) GCA operates an equal opportunities policy. All students are assessed as individuals and have equal access to the learning experience within GCA. For certain courses students are assessed before acceptance according to their relevant skills, abilities and merits in order to ensure course appropriateness. Our selection process seeks to capture the wide diversity of potential creative talent in the industry and encourages applicants with the appropriate talent and ability whatever their background, ethnicity, origin, age, gender, class, sexual orientation, disability or religious or political beliefs.
- f) We have designed our courses to deliver appropriate learning across a range of disciplines. Although we will take reasonable steps to warn students of the content of potentially distressing course material, we make no apology for such course material as we believe the material in question is an important part of the learning experience. You agree to discuss any concerns you may have with us in advance.

19. Notice

1. Any notices given under this agreement will be in writing.
2. GCA will send any notice to the Student by email to the contact email address, and those of the Fee Payer, if applicable. GCA may also send any notice to either your term-time address/home address. You must keep your details up to date via the Student Services and Administration team, by emailing info@gca.ac.uk

20. General

1. Each of the clauses of these terms and conditions operates separately. If any provision of these terms and conditions is or becomes illegal, invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.
2. These terms and conditions are personal to the Student and the Student may not transfer them or their rights under them to anyone else.

3. Only the Student and/or Fee Payer and GCA are parties to this agreement. No other person shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this agreement.
4. Failure or delay by the Student or GCA to enforce any breach by the other of the terms and conditions will not constitute a waiver of any provision and will not prevent the Student or GCA from taking steps to enforce that or any other provision.
5. This agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.
6. GCA may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party.
7. If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
8. A person who is not a party to this Agreement shall not have any rights under or in connection with it.
9. This Agreement (together with the documents referenced above and provided to you by GCA in relation to your booking) shall constitute the entire agreement between the parties on the subject matter hereof.

21. Student Discounts and Equipment

1. GCA offers student discounts on certain hardware and software (and in some cases may offer free hardware and software) available from certain manufacturers to assist students during their studies.
2. If a student places an order through GCA for discounted hardware or software, the student has the right to cancel the order and receive a refund until the product(s) has been requisitioned by GCA. Once the product has been requisitioned by GCA the student will not be entitled to a refund through GCA for the order.
3. If a product ordered through GCA is faulty (whether discounted or free), GCA will help resolve the issue through the manufacture, however, ultimate responsibility to resolve the issue remains with the student subject to the manufacturer's warranty policy.

22. Force Majeure

1. For the purposes of this Agreement, "Force Majeure Event" means any event beyond the reasonable control of GCA including without limitation strikes, lock-outs or other industrial disputes, failure of a utility service or

transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, including governmental visa status, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

2. GCA shall not be liable hereunder as a result of any delay or failure to perform its obligations as a result of a Force Majeure Event. If the Force Majeure Event prevents GCA from providing any of the Services and/or Goods for more than four (4) weeks, GCA shall, without limiting its other rights or remedies, have the right to terminate this Agreement by written notice without liability or refund.

23. Declaration

By signing below, I confirm that I have read, understood and agree to the terms and conditions in this agreement

Student Name	Student Signature	Date