

# Terms and Conditions for Study at City, University of London 2018/19

## 1. Introduction

- 1.1 These terms and conditions ('Terms and Conditions') represent an agreement between City, University of London ('the Institution', 'City' or 'we') and you, a student (whether prospective or current ) on a programme of study at City ('you').
- 1.2 Please be advised that these Terms and Conditions set out the basis on which we will provide educational services to you once you enrol on an undergraduate, postgraduate taught or postgraduate research programme (each a 'programme') at City.
- 1.3 A legal contract is formed between you and the Institution when you accept the Institution's Offer of a place on a programme.
- 1.4 It is important that you read these Terms and Conditions with care and understand their content before accepting your Offer.
- 1.5 Should you have any questions about these Terms and Conditions or require the Terms and Conditions and associated documents in an alternative format, please contact the Quality and Academic Development Department at [termsandconditions@city.ac.uk](mailto:termsandconditions@city.ac.uk)

## 2. Understanding the Terms and Conditions

- 2.1 By accepting City's Offer of a place on a programme (whether through UCAS or otherwise), you accept these Terms and Conditions in full, which along with:
  - a. your Offer letter from the Institution ('the Offer');
  - b. the Institution's Students' Charter;
  - c. all Institutional rules, policies and procedures contained in City's [Senate Regulations](#); [Statutes and Council Ordinances](#); [Quality Manual](#)) and those of individual Academic Schools (as amended from time to time);
  - d. the information on your programme's webpage for the year of your entry, as at the time you accept your Offer (please refer to your relevant programme's webpage before accepting your Offer)

Form the contract between you and the Institution in relation to your studies at City ('the Contract').

- 2.2 These documents, which comprise our 'Terms', contain the Institution's requirements in particular in relation to:
  - a. admission, registration and attendance;
  - b. deposits, payment of fees and other charges;
  - c. academic progression, conduct, assessment and awards;
  - d. general conduct, fitness to study and fitness to practice (including the requirements of any relevant Professional, Statutory or Regulatory Body);
  - e. immigration;

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- f. equal opportunities and inclusion, harassment, and health and safety; and
  - g. use of the University's services and facilities including those relating to IT, the Library and CitySport.
- 2.3 In the event of any conflict between a provision in these Terms and Conditions and the documents forming part of the Contract, these Terms and Conditions shall take precedence. The documents which form part of the Contract (as described in Clause 2.1) may be accessed at [General Information](#). Alternatively, copies of the documents which form part of the Contract can be obtained upon request from the Quality and Academic Development Department at [termsandconditions@city.ac.uk](mailto:termsandconditions@city.ac.uk)
- 2.4 Clause 2.3 shall not apply to any professional bodies' Terms and Conditions and any visa or other immigration conditions imposed by UK Visas and Immigration (UKVI) which takes precedence over these Terms and Conditions. Some programmes may require you to agree to the terms and conditions of professional bodies or third party providers, such as industrial partners or funding bodies. Details of these requirements are set out in the programme information on your programme's webpage for the year of your entry. By agreeing to these Terms and Conditions, you also agree to abide by any relevant professional bodies' terms and conditions, should they relate to your Offer.
- 2.5 If you require a visa to study at the Institution it is your responsibility to obtain the appropriate visa before starting your programme. By agreeing to these Terms and Conditions, you also agree to abide by the terms and conditions of your visa throughout the course of your studies at the Institution.
- 2.6 If you do not register within 14 days of the start of the term that your programme begins in, the Institution reserves the right to refuse to register you and withdraw you from your programme (without liability). Students who are not registered are not entitled to attend classes or participate in assessments for any modules.
- 2.7 Please make sure that you familiarise yourself with these Terms and Conditions and the other documents which make up the Contract between us. Failure to comply with the requirements of the Contract could result in the Institution taking action against you under relevant procedures (for example those relating to academic conduct or progression, registration and attendance, student misconduct, fitness to practise, fitness to study or fees) and could lead to the Institution terminating your registration or revoking your award.

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## 3. Your responsibilities and aspirations

- 3.1 City's students are at the heart of the Institution's commitment to academic excellence for business and the professions and are supported to successfully achieving positive academic and professional goals. Our [Student Charter \(We are City\)](#), has been developed with staff and student input and outlines our mutual responsibilities and aspirations.
- 3.2 Students at the Institution act as ambassadors for City at all times on campus, in our community and in any public forum. You must behave responsibly and maintain standards of good conduct at all times as well as comply with the principles of dignity and respect and familiarise yourself with the Institution's [Student Charter](#). Anti-social behaviour or any other form of misconduct, on or off campus and however minor, can negatively affect the good order of the Institution and disrupt the positive learning and wider experience of others.
- 3.3 Please be aware that if you do not act in accordance with this Contract, or if you do not meet our expectation that you will maintain a standard of conduct which is not harmful to the work, good order or good name of the Institution, we may take disciplinary action against you, under [Senate Regulation 13: Student Disciplinary Regulation](#). One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from your programme, have your Offer to study at the Institution withdrawn or the revocation of your award.

## 4. Making a complaint

- 4.1 City welcomes comments on your experience as a student, an Offer-holder or as an applicant who wishes to study at the Institution and looks to make improvements where we can. If there is something that you are unhappy about, please tell us immediately so that, if possible, we can put it right.
- 4.2 If you are a current student and wish to complain about an action or lack of action by the University, or any aspect of our service, you may do so using the [Senate Regulation 26: Student Complaints Procedure](#).
- 4.3 If you are a current student and have followed the Institution's Complaints Procedure to completion but remain dissatisfied, you have the right to make a complaint to the [Office of the Independent Adjudicator for Higher Education \(OIA\)](#).
- 4.4 If you are an Offer-holder or applicant to the Institution and wish to complain about an action, lack of action by the Institution or appeal an academic decision made by the Institution, or any aspect of our service, you may do so using the [Admissions Complaints and Appeals Procedure](#) contained within the Institution's [Admissions Policy](#).
- 4.5 These procedures have been produced to help the Institution resolve any concerns you may have as promptly, fairly and amicably as possible.

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### 5. Applications

- 5.1 Your place at the Institution will be subject to you meeting the terms of your Offer and/or satisfying all necessary legal and other requirements to study here on your chosen programme (for example in relation to health checks and immigration clearance).
- 5.2 It is your responsibility to ensure that all of the information you provide to the Institution (and/or to UKVI if you require immigration permission to study at the Institution) is true and accurate. If it is discovered that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, the Institution may withdraw or amend your Offer, or terminate your registration at the Institution, according to the circumstances, without liability to you.
- 5.3 The Offer the Institution makes to you will be conditional or unconditional. If your Offer is conditional, the Institution will set out the conditions which you will need to fulfil in order to be admitted onto your chosen programme. For example, if your first language is not English, your Offer may be conditional upon you also passing an English language test, as specified by the Institution. Similarly, if you are an international student, your Offer may be conditional on you obtaining the necessary visa from UKVI and in some instances, applying for Academic Technology Approval Scheme (ATAS) clearance to study at City. Further details regarding the ATAS are set out in Clause 7 below.
- 5.4 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, the Institution reserves the right to withdraw your Offer.
- 5.5 You will be required, at the request of the Institution, to provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to the Institution's reasonable satisfaction may result in the termination of your Offer, the revocation of your registration as a student of the Institution and the termination of the Contract.

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## 6. Disclosure of information

- 6.1 The Institution may amend or withdraw your Offer of a place or terminate your registration if it determines that you have made any fraudulent, false or misleading application or statement to the University, or if you have failed to disclose relevant information to the Institution or have produced falsified documents, whether in the process of your application or whilst on your programme. In such cases the Institution may take action against you without liability to you under its [Admissions Policy](#), [Fitness to Study Policy](#), [Student Disciplinary Regulation](#) and [Fitness to Practise Policy](#) or other relevant policy or procedure.

## 7. Immigration

- 7.1 If you need to be sponsored under the Points Based System for a Tier 4 (General) Student Visa, the Institution must issue you with a Confirmation of Acceptance for Studies (CAS). The Institution has policies and procedures in place to certify that it complies with its immigration obligations as a Tier 4 Sponsor.
- 7.2 Please note that the Institution is under no legal obligation to sponsor you and will exercise caution when issuing a CAS so as to not risk its status as a Tier 4 sponsor.
- 7.3 The Institution is required by law to verify that you have the correct immigration permission to study at City. As part of the Institution's recordkeeping duties, if you are a student from outside the EEA, you will need to present your original passport and one of the following:
- current Tier 4 visa (30 day vignette and BRP card) sponsored by the Institution; or
  - another type of visa that permits study in the UK; or
  - evidence of a visa application (Post Office receipt, letter from the Home Office etc.). Please note the Institution cannot accept a letter from a Solicitor as evidence of a visa application.
- 7.4 Further information regarding this verification process can be found the Institution's [Visa and Immigration Advice](#) webpages. You will also be required to provide your contact details (including UK address, telephone number and/or mobile telephone number). Please note that if you are here on a Tier 4 visa it is your responsibility to let the Institution know when your contact details change. This is because UKVI require the Institution to keep a history of a sponsored migrant's contact details.
- 7.5 If you fail to demonstrate that you have the correct immigration permission, you will not be registered on your programme by the Institution and you will be liable for any personal costs incurred.
- 7.6 On occasion, the Institution will need to contact UKVI to clarify details on outstanding visa applications and previous immigration history. By accepting the terms of the Contract, you consent to the Institution contacting UKVI on your behalf and for UKVI to release such information to the Institution.

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- 7.7 All international students subject to existing UK immigration permissions, who are applying to study for a qualification in certain sensitive subjects, must apply for an ATAS certificate before applying for a visa. If you are a student who is required to apply for an ATAS certificate, you will be notified in your Offer and gaining this certificate will be a condition of your Offer by the Institution. Please note that, where relevant, it is your responsibility to renew your ATAS certificate in the event of any changes to your programme.
- 7.8 Should you wish to take up paid employment, and are permitted to do so under the terms of your visa, you must take responsibility for ensuring that the hours you work do not exceed those allowed by law during term time.
- 7.9 All students who require a visa to study at the Institution must comply with the terms of their visa as well as the requirements contained on the Institution's [Visa and Immigration Advice](#) webpages at all times during a student's period of study at the Institution. They must also refer to the Institution's '[Tier 4 students' responsibilities booklet](#)'. By accepting your place on your course at the Institution you are confirming that you have read this relevant information and you agree to comply with all listed requirements.
- 7.10 Non-compliance with the conditions of your visa could result in action being taken against you by the Institution under [Senate Regulation 13: Student Disciplinary Regulation](#), termination of your registration and withdrawal of your sponsorship.
- 7.11 If you do not re-register or register within 14 days of the start of the term that your programme begins in, the Institution reserves the right to refuse to register you and withdraw you from your programme (without liability). Students who are not registered are not entitled to attend classes or participate in assessments for any modules.
- 7.12 Please note that if you choose to withdraw from your studies or if your registration is terminated by the Institution, this could affect the validity of your visa and your ability to enter, study, work and/or remain in the United Kingdom.
- 7.13 If you do not have valid immigration permission to remain in the UK, the Institution will have no choice but to terminate your registration on your programme. In the event that your application for a Tier 4 visa is refused, the Institution will not sponsor you again for a CAS.
- 7.14 You must notify City's Visa Compliance Team at [visacompliance@city.ac.uk](mailto:visacompliance@city.ac.uk) immediately if there are any changes whatsoever to your immigration status at any time before or after registration and during the course of your studies.
- 7.15 Please note that the Institution is under a legal duty to report to the UKVI any student who (amongst other matters) does not register on their nominated programme, a student who is absent from their programme without permission, a student who chooses to discontinue their studies or changes their programme, a student whose

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registration is terminated by the Institution and/or a student who is in breach of their visa conditions.

7.16 For further information in relation to immigration issues which could affect you please visit [Tier 4 \(General\) Student Visa Information website](#). For immigration related questions, please contact [visaadvice@city.ac.uk](mailto:visaadvice@city.ac.uk).

7.17 UKVI's rules do change from time to time. Please note that the Institution is bound to comply with UKVI's applicable legislation and cannot therefore be liable for changes which affect your eligibility to study. The Institution will notify affected applicants as soon as reasonably possible once becoming aware of such changes.

### 8. Educational Provision

8.1 The Institution will:-

- a. deliver your Programme with reasonable care and skill;
- b. clearly explain the academic requirements of your programme to you.

8.2 You must use all efforts to fulfil all the academic requirements of your programme, the requirements for which are set out in the programme handbook.

### 9. Conditions of admission and registration

9.1 Your admission to the Institution, attendance on a programme, and right to enjoy any of the privileges of membership of the Institution, including access to services and facilities, is subject to you complying with the terms of the Contract and registering with the Institution

9.2 If you are a new student of the Institution you are required to complete registration within 14 days of the start of your first term and if you are a returning student you are required to re-register within 14 days of the start of each academic year.

9.3 You can find information relating to the registration process on the Registration and Re-registration webpage.

### 10. Deposits, tuition fees and other charges

10.0.1 It is your responsibility to ensure that all deposits (Clause 10.1), tuition fees (Clause 10.2) and other fees and charges (Clause 10.3) payable to the Institution are paid in compliance with the payment terms agreed between you and the Institution. Where a third party (such as a sponsor, employer or a loan provider) is responsible for payment of your fees (on your behalf) you will need to make sure that they make payment otherwise you may find yourself liable for the payment of your fees to the Institution. Where taxes and VAT charges apply the tuition fees quoted include any applicable taxes and VAT charges, students are liable for them and subsequent increases, in line with the relevant legislation. Tuition fees quoted for UK based programmes are exempt from taxes and VAT charges currently.

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- 10.0.2 Tuition fees for undergraduate United Kingdom (UK) and European Union (EU) students are capped by the UK Government. Tuition fees are set by the Institution and may vary from programme to programme. If you are an international student, please note that City reserves the right to increase the tuition fees confirmed in your Offer letter annually by 2% or RPI to take account of the Institution's increased costs of delivering educational services. If the Institution intends to increase your tuition fees you will be advised of this alongside the published tuition fees.
- 10.0.4 The Institution accepts no liability for the fluctuation in currency exchange rates. You are expected to pay the full tuition fees in the stated currency. At City most programmes are in British Pounds Sterling. In addition, the Institution accepts no liability for bank or card charges incurred by you, the stated full tuition fees are payable by you.
- 10.0.5 The Institution may pursue legal proceedings against you if you are in debt to the Institution (whether for tuition or other fees), any reasonable additional cost incurred by City to recover the debt may be borne by you. You may also be recorded as a debtor of the Institution in any references requested from the Institution.
- 10.0.6 Where you have outstanding tuition fees debt, City reserves the right:
- not to accept you on another programme;
  - to terminate your registration;
  - not allow you to re-enrol on your programme; and/or
  - not to make an award to you, in each case until the outstanding tuition fees debt has been settled in full. Please see City's Fees website for further details about the Institution's and your respective rights and obligations in relation to the payment and non-payment of tuition fees.

### 10.1 Deposits

- 10.1.1 In addition to meeting any conditions, your Offer will highlight if you are required to pay a deposit to secure a place on your programme. If you do not pay the deposit in accordance with the payment terms advised in your Offer, your application may be withdrawn without further notice. It is therefore essential that you have funding for your deposit in place before you apply to the Institution.
- 10.1.2 If you are a postgraduate student and/or need to be sponsored by the Institution for a Tier 4 Visa, you will be required to make a deposit towards the relevant tuition fees. All students who need a Tier 4 Visa must pay their deposit before the Institution can issue your CAS number to you.
- 10.1.3 The deposit required and information on how to pay can be found on the Institution's [Fees website](#) and in your Offer letter. In addition, students who need a Tier 4 Visa can refer to the Institution's [CAS website](#) for more information.



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10.1.4 Any deposit you pay, will be offset against the balance of tuition fees owed to the Institution. The deposit required and information on how to pay can be found on the Institution's [Fees website](#) and in your Offer letter.

10.1.5 Please note, you cannot pay a deposit for a new programme if you are in arrears for another programme at the Institution. All outstanding fees must be paid in full before any payment received by Institution can be recognised as a deposit for a new programme.

10.1.6 Note that deposits are non-refundable unless:

- a. you fail to meet your entry conditions;
- b. you/we cancel the Contract in accordance with Clause 16, Clause 18 or Clause 19; or
- c. you fail to secure your Tier 4 Visa for any reason other than the provision of fraudulent information and are able to evidence this to the reasonable satisfaction of the Institution.

### 10.2 Tuition fees

10.2.1 The tuition fees for your programme and information on how to pay can be found on the Institution's [Fees website](#) and in your Offer.

10.2.2 If you accept our Offer to you, you agree to pay all tuition fees and any other related costs as applicable, as and when they fall due, in accordance with the payment terms agreed by you and us. If you fail to pay your tuition fees, as and when they fall due, we reserve the right to refuse to permit you to continue on your programme of study, withdraw you from your programme and/or terminate the Contract (without incurring any liability to you).

10.2.3 You will not be deemed to have completed registration until the Institution has received payment of your tuition fees, either in full or the first instalment (50% of the full tuition fee), in accordance with any agreed payment plan, or satisfactory evidence has been produced that such fees will be paid by a sponsoring authority or scholarship.

### 10.3 Other charges (Additional Costs)

10.3.1 Depending upon your chosen programme, in addition to your tuition fees, please be aware that you may incur other additional costs associated with your study during your time at the Institution.

10.3.2 You may be required to purchase books and/or other materials in connection with your programme, you may incur printing and photocopying costs as well as make payments in connection with your graduation ceremony. You should also be aware that you may also incur fines if you do not comply with certain aspects of the Student Regulations (including for example for late return of library materials or causing damage) or if you require a replacement ID Card. Please note that additional costs are not limited to the above list and that it is your responsibility to meet any additional costs which are not covered by your tuition fees.

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- 10.3.3 The Fees and Finance section of the programme description in the prospectus as well as the programme webpage provides programme-specific information about your programme, fees and likely additional costs. Queries regarding any aspect of additional costs of your programme should be directed to your [Course Office](#) in the relevant School.
- 10.3.4 Membership of CitySport, the sports and fitness centre of the Institution, is not included within your tuition fees. All information relating to the facilities offered at CitySport and the various membership options can be found on the [CitySport](#) website. Your membership and use of CitySport is subject to separate terms and conditions.
- 10.3.5 If possible additional costs concern you, please contact the relevant [Course Office](#) for more details. You can also send your enquiry to [termsandconditions@city.ac.uk](mailto:termsandconditions@city.ac.uk)

### 10.4 Refunds

- 10.4.1 A refund of tuition fees may be made if you decide to withdraw from your programme, or are required to withdraw, in accordance with Clause 16, Clause 18 or Clause 19. Refunds are authorised in accordance with set criteria and are dependent upon the point during the academic year in which your withdrawal occurs. Full details, including the [Refund Request Form](#) which must be completed, can be found on the [Tuition fees and refunds](#) webpage.

### 10.5 Calculating your fees

- 10.5.1 Your Offer letter will confirm the amount of tuition fees that you will be required to pay based on the information you provided when you applied to the Institution. If the Institution is unable to determine your tuition fees at the time of making you an Offer (due to you having provided incorrect or incomplete information), you will be notified in your Offer letter that 'your fee assessment is under review'.
- 10.5.2 Where your fee status is 'your fee assessment is under review', you must complete and return the Fee Questionnaire, sent to you with your Offer as soon as possible. The Institution must receive your Fee Questionnaire no later than 14 days after the date of your Offer or, if later, within 14 days from the date the Institution informed you that 'your fee assessment is under review'.
- 10.5.3 If you do not return the Fee Questionnaire as required under Clause 10.5.2 and prior to registration, your registration documentation will default to 'Overseas'. The Institution will charge you for tuition fees at the rate payable by international students for your programme of study. Undergraduate students should return the Fee Questionnaire and any supporting documentation to [fees@city.ac.uk](mailto:fees@city.ac.uk). Postgraduate students should return the Fee Questionnaire and any supporting documentation to the [Course Office](#) for your chosen programme.

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- 10.5.4 If you wish to challenge City's assessment of the tuition fees you are required to pay, you must write to the Institution to ask for a review of your fees status. Undergraduate applications who wish to request a review should write to [fees@city.ac.uk](mailto:fees@city.ac.uk). Postgraduate applicants who wish to request a review of their fees should write to the relevant [Course Office](#).
- 10.5.5 Please note your request for a review must be received by the Institution within 14 days from the date of your Offer containing your tuition fees or, if later, within 14 days from the date the Institution informed you of the outcome of your Fee Questionnaire.
- 10.5.6 Please be aware, if you accept an Offer following a fee assessment and do not challenge the outcome within 14 days, you will be deemed to have accepted the fees stated in your Offer by the Institution.
- 10.5.7 It is important to note that if you accept your Offer after a fee reconsideration has reached its outcome and you do not challenge it within 14 days, you are deemed to have accepted the assessment.
- 10.5.8 Also be aware, if you accept your Offer and register at the Institution without asking for a review or appealing your fee assessment, you are deemed to have accepted that assessment.
- 10.5.9 For more information of how fees are assessed, please refer to the [Fee Assessment Review and Appeals Guidance](#) which outlines the process by which the Institution conducts an assessment of an applicant's fee status.

### 11. Student accommodation

- 11.1 Any provision of accommodation during your programme of study at the Institution will be subject to an additional charge over and above your tuition fees and subject to a separate contract.
- 11.2 For general information and guidance regarding the provision of accommodation at the Institution, please refer to the [Accommodation](#) webpages.

### 12. Health requirements

- 12.1 In order to study on certain programmes in the School of Health Sciences (for example Nursing and Radiography) you may be required to disclose certain information about your health and to undergo health checks as well as provide evidence of immunisation against certain diseases before you can take up your place and/or continue with your studies. Your Offer and information provided in relation to the relevant programmes on our website and in our prospectuses will inform you when such health requirements apply. The Institution will consider whether the information resulting from any disclosure, health checks and/or immunisation history is compatible with you taking up your place or continuing on your programme.

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12.2 Queries regarding health requirements should be directed to the [Course Office](#) in the School of Health Sciences.

### 13. Disclosure and Barring Service (DBS) checks

13.1 If you apply to study on certain programmes (for example in the School of Health Sciences) you may be required to undergo a Disclosure and Barring Service (DBS) application, previously known as a Criminal Records Bureau (CRB) check, and other checks both prior to and post registration. The Institution will inform you when such disclosure and checks apply. Where you are required to undergo a Disclosure and Barring Service (DBS) application, the Institution will consider whether any unspent or spent criminal convictions or related information are compatible with you taking up your place or continuing on your programme.

13.2 Please be aware that the Institution may be under a duty to disclose information about you to professional, regulatory or statutory bodies. Please refer to Clause 15 to see how City processes sensitive personal data.

13.3 Queries regarding CRBs should be directed to the Course Office in the School of Health Sciences.

### 14. Student support and welfare

14.1 The Institution values inclusiveness and endeavours to ensure that all applicants and students are treated on the basis of their merits and abilities and that no one suffers discrimination or disadvantage on the basis of their gender, marital status, race, colour, ethnic or national origins, disability, sexual orientation, religion or belief, or age.

14.2 Specialist student support is available at the Institution as set out in the prospectus. If you have a disability or need other support needs, you are strongly encouraged to disclose this when you apply to the Institution. This is so the Institution can seek to support you with your needs throughout your studies. Please note that it may be difficult for the Institution to fully support you if you fail to disclose that you require additional support. If you have a disability or require additional support, please contact the [Course Office](#) for your chosen programme.

14.3 Further information about the student support services the Institution provides can be found [here](#).

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### 15. Data protection

For the purposes of section 15 the following definitions apply:

- "**personal data**" is information which identifies you as an individual;
- "**sensitive personal data**" is (i) "special category" personal data i.e. information relating to an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, health, sex life or sexual orientation; and (ii) criminal convictions data;
- "personal data", "sensitive personal data" and criminal convictions data are defined under the General Data Protection Regulation 2016/679 (the "**GDPR**"); and the GDPR and the Data Protection Act 2018 (in each case as may be amended, consolidated or re-enacted from time to time) together comprise the "**Data Protection Legislation**".

15.1 The Institution collects, holds and processes information about all applicants to the Institution and all students at the Institution. This information may include personal data and sensitive personal data. Your personal data (including sensitive personal data) will be processed by the Institution for the purposes of fulfilling its obligations and responsibilities to, and managing its relationship with, you under these Terms and Conditions (the "**Authorised Purposes**"), including for the following:

15.2 The Institution uses the information provided by or collected from applicants and/or students (including information from application forms) to administer applications and to compile statistics about applicants and/or students that may be published or passed to government bodies or the Higher Education Statistics Agency (HESA). For further information please see the HESA Student Data Protection Notice.

15.3 If your application is successful the Institution will also use the information provided by or collected from you:

- a. to facilitate and deliver your programme of study and to provide you with teaching, research and educational services and support ;
- b. to administer your studies, including admissions procedures and maintenance of your academic records after admission;
- c. to provide you with, and manage your use of, the Institution's facilities and services and your participation at events;
- d. to monitor and maintain records of your performance and attendance;
- e. to operate security, disciplinary, complaint and quality assurance processes and arrangements and to provide you with support;
- f. to conduct research and to identify ways to enhance learning, teaching, assessment and the broader student experience;

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- g. to enable effective communication with you;
- h. to administer the financial aspects of our relationship with you and any funders, including processing any payments made by you to the Institution;
- i. for credit scoring, credit assessment, debt tracing or fraud and money-laundering prevention and the Institution may disclose this information or data about you to credit reference agencies or other credit assessment, debt tracing, fraud prevention organisations or solicitors as appropriate;
- j. for legal, personnel, administrative and management purposes including the processing of any sensitive personal data relating to you, which may include, as appropriate: information about your physical or mental health or condition in order to monitor leave from study or extenuating circumstances and take decisions as to your fitness for study or for other uses as may be required by law; and
- k. for other activities that fall within the pursuit of the Institution's 'Legitimate Interests' (including the development and maintenance of an Alumni Programme, or in the event that the Institution is required to terminate the Contract and withdraw you from the Institution in accordance with Clause 20). Please see City's [Privacy Notice](#) for more information.

15.4 The Institution may share your personal data with third parties to support it in fulfilling its obligations and responsibilities to, and in managing its relationship with, you under these Terms and Conditions. The third parties may include [sponsors or funding organisations, professional bodies, work placement partners and foundation course providers, potential employers, local government departments, the University of London and third party suppliers providing services to the Institution]. Further details can be found in the Institution's data protection policies. Please see City's [Privacy Notice](#) for more information.

15.5 In addition, in certain circumstances the Institution may be under a duty to disclose or share your personal data (including sensitive personal data) in order to comply with any legal or regulatory obligation, and to protect the Institution's rights, property, or safety of our employees, students or others. The third parties may include health professionals, Student Loan Company and/or the police. Please see City's [Privacy Notice](#) for more information.

15.6 In certain circumstances, it may be necessary to transfer your personal data (including sensitive personal data) outside the European Economic Area. In respect of such transfers, the Institution shall comply with its obligations under the Data Protection Legislation, including taking reasonable steps to ensure an adequate level or protection for all personal data (including sensitive personal data) transferred outside the European Economic Area. Please see City's [Privacy Notice](#) for more information.

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- 15.7 You may be given further information about the processing of your personal data when you use specific services and facilities such as City's Counselling and Mental Health Service and City Sport offered by the Institution.
- 15.8 To the extent the Institution is not otherwise lawfully permitted to process your sensitive personal data for one or more of the Authorised Purposes, the Institution shall specifically seek to obtain your explicit consent at the appropriate time. Please see City's [Privacy Notice](#) for more information.
- 15.9 When you leave the Institution, whether because you complete your programme of study or otherwise, your information will be retained by the Institution for the purposes of maintaining your student record and/or where there is a legitimate business need to do so. Further details can be found in the Institution's data protection policies.
- 15.10 In addition to the specific purposes notified to you above, the Institution will only process your personal data (including sensitive personal data) as set out in its data protection policies. For more information on how the Institution uses your personal data, please refer to the Institution's [Data Protection Notice for Students](#), [HESA Student Data Protection Notice](#) and [Privacy Policy](#).

### 16. Your cancellation rights

- 16.1 Once you have accepted an Offer, you have a legal right to cancel the Contract at any time within 14 days of the date that you formally accepted your Offer.
- 16.2 In order to cancel the Contract in accordance with Clause 16.1, you must notify the Institution in writing within the timescales referred to in Clause 16.1 and you may give the Institution notice by completing the [cancellation form at Schedule 1](#) of your Offer letter.
- 16.3 You should exercise your right to cancel by contacting us at or sending the cancellation form at Schedule 1 to:

Admissions Department,  
Student and Academic Services  
City, University of London,  
Northampton Square,  
London, UK  
EC1V 0HB  
Or  
[admissions@city.ac.uk](mailto:admissions@city.ac.uk)

- 16.4 To discuss your cancellation, please contact the Admissions Department on 02070408716

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16.5 If you have made any payment under the Contract prior to the date of cancellation of the Contract then the Institution will provide you with a full refund as soon as reasonably possible but in any event within 14 days of the Institution receiving notice of your cancellation.

### **17. Student Protection Plan**

17.1 When you accept an offer and register for a City degree programme, we fully expect to be able to deliver that programme to completion of your studies. However, in rare circumstances, factors may occur that mean this delivery will no longer be possible.

17.2 City's [Student Protection Plan](#) sets out what you should expect to happen should your chosen programme or the Institution close including arrangements that would be put in place to enable you to complete your studies.

### **18. Changes to your taught programme of study**

18.1 This Clause relates to changes made to taught programmes. If you are on, or an applicant for, a doctoral (postgraduate) programme, please refer to Clause 19.

#### **18.2 Withdrawal of a programme prior to registration**

18.2.1 The Institution will use all reasonable endeavours to deliver your programme as described in your Offer. However, the Institution may in some circumstances be required to cancel the programme, for instance if there are insufficient enrolments, or staff loss. If you have received an Offer for any programme described in the prospectus which the Institution discontinues prior to you registering at the Institution, the Institution will notify you as soon as possible and will take reasonable efforts to provide a suitable replacement programme for which you are qualified. If you do not wish to take up the replacement programme provided by the Institution or if the Institution is unable to provide a suitable replacement programme, you may cancel the Contract and withdraw from the programme without any liability for tuition fees (even if the cancellation period referenced in Clause 16.1 has expired).

#### **18.3 Programme changes between Offer acceptance and your registration**

18.3.1 Due to the period between you accepting your Offer and enrolment, where there is no material detriment to you, we reserve the right to vary minor elements of your programme from that described in your Offer, in order to improve the quality of educational services, in order to meet the latest requirements of a commissioning or accrediting body, in response to student feedback, respond effectively to , or as a result of academic staffing changes; changes to the Institution's regulations; a lack of student demand for certain modules; or factors beyond the Institution's reasonable control. The Institution will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any material changes to the terms of the Contract or your programme (as described in your Offer) before you register at the Institution, the Institution shall bring these to your attention as soon as possible.



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If you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from the programme without any liability to the Institution for tuition fees (even if the cancellation period referenced in Clause 16.1 has expired) or transfer to such other programme as may be offered by the Institution for which you are qualified.

### **18.4 Programme changes after your registration**

18.4.1 Following suitable consultation with affected students, the Institution may vary elements of your programme from that described in your Offer once you are registered on the programme for the same reasons as set out in Clause 18.2.

18.4.2 The Institution will undertake suitable consultation with students where it proposes to make a change to your programme that materially changes the outcomes of, or a large part of, your programme (such as the nature of the award or a major change to the curriculum). If the Institution makes such a material change (in the Institution's reasonable opinion) which you reasonably believe will prejudicially affect you, you may either cancel the Contract and withdraw from the programme without any liability to the Institution for tuition fees or transfer to such other programme (if any) as may be offered by the Institution for which you are qualified.

### **18.5 Withdrawal of a programme after registration**

18.5.1 If after you have registered as a student of the Institution, the Institution is forced to discontinue your programme as a result of a Force Majeure Event (as defined in Clause 21.3), the Institution will notify you as soon as possible and use reasonable endeavours to transfer you to a suitable replacement programme for which you are qualified. If you are unhappy with the replacement programme provided by the Institution or if the Institution is unable to provide a suitable replacement programme, you may cancel the Contract and withdraw from the programme without incurring any further liability for tuition fees and you shall be entitled to a refund of all tuition fees (including any deposit) paid to date.

18.6 If you choose to cancel the Contract (and withdraw from your programme) in accordance with this Clause 18 the Institution will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider in the UK.

### **19. Changes to your supervision and/or support for your research study**

19.1 This Clause relates to changes made to doctoral programmes. If you are an applicant for a taught programme, please refer to Clause 18.

#### **19.2 Change in or withdrawal of suitable research expertise and/or support for your doctoral research study prior to registration**

19.2.1 If, prior to registration, suitable research expertise and/or access to additional research skills and methods training changes or becomes unavailable, the Institution may be forced to amend or withdraw an offer of study on a doctoral programme.

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If this occurs, you will be notified as soon as possible and the Institution will endeavour to identify alternative research expertise and/or access to alternative research skills and methods training. If you do not wish to accept the proposed alternative arrangements or if the Institution is unable to provide suitable research expertise and/or research skills and methods training you may cancel the Contract and withdraw from the doctoral programme without any liability for tuition fees (even if the cancellation period referenced in Clause 16.1 has expired).

### **19.3 Change in support for your doctoral research study after registration**

19.3.1 If after you have registered to study on a doctoral programme there is a change in support, such as co-funding through third party contributors and collaboration with industrial partners, or there are intellectual property or research integrity matters arising that you reasonably believe will prejudicially affect you, you may either cancel the Contract and withdraw from the doctoral programme without any liability to the Institution for tuition fees or transfer to such other doctoral programme (if appropriate) as may be offered by the Institution, for which you are qualified.

### **19.4 Withdrawal of suitable research expertise and/or support for your doctoral research study after registration**

19.4.1 If, after you have registered to study on a doctoral programme, circumstances change which lead to the Institution no longer being able to offer you suitable research expertise in line with your programme, in such circumstances you may either cancel the Contract and withdraw from the doctoral programme without any liability to the Institution for tuition fees or transfer to such other doctoral programme (if appropriate) as may be offered by the Institution for which you are qualified.

19.5 If you choose to cancel the Contract (and withdraw from your doctoral programme) in accordance with this Clause 19, the Institution will use reasonable endeavours to assist you in finding alternative comparable research expertise with another Higher Education provider in the UK.

## **20. Termination**

20.1 The Institution reserves the right to terminate the Contract and withdraw you from the Institution:

- a. if, in accordance with [Senate Regulation 19: Assessment Regulations](#), the Assessment Board determines that you have failed your programme. You should also note that your progression on your programme and your final award are not guaranteed and are dependent upon your academic performance;
- b. for non-registration, for non-payment of tuition-related debt, or for inadequate attendance or academic performance on your programme, in line with the information contained in your programme handbook and with the relevant policies and procedures (see [Senate Regulations](#); [Quality Manual](#));

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- c. if you are considered to have breached the Institution's [Senate Regulation 13: Student Disciplinary Regulation](#);
  - d. if, in accordance with Clause 7, you are no longer able to demonstrate that you have a valid immigration status, if you have not complied with the conditions of your visa required for you to carry out your studies and/or, in the Institution's reasonable opinion your acts or omissions could reasonably put the Institution's Tier 4 Sponsor status at risk.
  - e. If, in the case of programmes which are regulated by professional statutory and regulatory bodies, you are deemed unfit to practise by a Fitness to Practise Panel. This could be as a result of a Cause for Concern referral or a disclosure via the Disclosure and Barring Service. Further information can be found in the [Fitness to Practise Policy](#).
- 20.2 If you have been withdrawn from the Institution, you will no longer be entitled to attend lectures, classes or seminars, use the Institution's facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of the Institution. You will also cease to be a member of the Students' Union and will therefore be unable to participate in clubs, societies or other activities associated with the Students' Union. To the extent that you are engaged in any procedures of the Institution or the [Office of the Independent Adjudicator for Higher Education \(OIA\)](#) associated with that withdrawal, you may be entitled to the support services offered by the [Students' Union Advice Service](#).

### 21. Liability

- 21.1 The Institution takes all reasonable care to ensure the safety and security of its students whilst on the Institution's campus, however the Institution cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.
- 21.2 The Institution shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University.
- 21.3 The Institution shall not be liable for failure or delay, or for the consequence of any failure or delay to perform any obligations under the Contract if such failure, delay or the consequence of such failure or delay is caused by any act or event beyond the Institution's reasonable control (**'Force Majeure Event'**) including but not limited to:
- a. acts of God;
  - b. strikes, lockouts or other industrial action or disputes involving our workforce or any other party;
  - c. national emergencies, war, act of terrorism (including actual, suspected or threatened act of terrorism), explosion, protests, riots;
  - d. breakdown of plant or machinery;

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- e. actions or the lack of actions of placement providers;
- f. actions or the lack of suppliers or subcontractors;
- g. staff illness or because a staff member leaves;
- h. weather disruption, fire, flood, storm.

If the Institution is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to your studies as set out in City's [Student Protection Plan](#) (Clause 17).

21.4 Please note each of the provisions above is separate and severable. Accordingly, if any court or body of competent jurisdiction finds any such provision to be illegal, unlawful, void or unenforceable this will not affect the remainder of those provisions which will continue in full force and effect.

21.5 Nothing in these Terms and Conditions shall limit the Institution's liability to you for fraud or wilful default or for death or personal injury caused by the Institution's negligence. Subject to the foregoing sentence, the Institution shall not under any circumstances whatsoever be liable to you for any special, indirect or consequential losses.

21.6 Subject at all times to Clause 21.5, our liability to you under the Contract shall under no circumstances be greater than the total tuition fees due in respect of your programme.

### 22. Intellectual Property and research integrity

22.1 Where you generate Intellectual Property (IP) during your studies or research at City, you will generally be the first owner of that IP. However, City will own the IP in circumstances where:

- a. the terms and conditions of your Offer (for instance, a research degree undertaken with an industrial partner) specify that the IP will be owned by City or a third party;
- b. the IP is generated together with City employees, or the IP builds upon IP previously generated by City employees;
- c. the student is also a City employee.

22.2 For all the necessary detail around intellectual property ownership, all students are asked to refer to the Institution's [Intellectual Property Policy](#). Students are also asked to refer to the Institution's published information on [Research Ethics](#) and to the [Framework for Good Practice in Research](#).

### 23 General

23.1 The terms of the Contract shall only be enforceable by you and the Institution.

23.2 The Contract constitutes the entire agreement between you and the Institution in relation to its subject matter.

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- 23.3 No failure or delay by the Institution or you to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.
- 23.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision shall not affect the validity and enforceability of the rest of the Contract.
- 23.5 The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these Terms and Conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.

### 24 Notices

- 24.1 In the event that you need to contact the Institution, please send your communication in writing to the [Course Office](#) for your chosen programme. If you are unsure which Department or School to send your communication to, please send it to the Quality and Academic Development Department at [termsandconditions@city.ac.uk](mailto:termsandconditions@city.ac.uk)
- 24.2 If the Institution needs to contact you in writing, such communication will be sent to the last contact address provided by you at the point of application. It is your responsibility to ensure that the contact address that the Institution holds for you is a current one.
- 24.3 Undergraduate applicants and Offer-holders who wish to update their contact address should contact the Admissions Team. Postgraduate applicants and Offer-holders who wish to update their contact address should contact the [Course Office](#) for your chosen programme.
- 24.4 Current students who wish to update their contact address should contact the [Course Office](#) for your chosen programme.

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**If you require this document in an alternative format, please contact:**

**Compliance Manager**

**Telephone number: 02070400511**

**Email address: [termsandconditions@city.ac.uk](mailto:termsandconditions@city.ac.uk)**

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