

Terms and Conditions for study at City, University of London (Published on 17th March 2017)

1. Introduction

1.1 These terms and conditions represent an agreement between City, University of London ("**the institution**") and you, a prospective student. By accepting the institution's offer of a place on a programme (whether through UCAS or otherwise), you accept these terms and conditions in full, which along with:

(i) your offer letter from the institution ("the Offer");

(ii) the institution's regulations, policies and procedures (see [Senate Regulations; Ordinances; Quality Manual](#)) (as amended from time to time); and

(iii) the prospectus as at the date of the Offer, (including information on the institution's website, referenced in the prospectus)

form the contract between you and the institution in relation to your studies at the institution ("the Contract").

1.2 If you have any questions or concerns about these terms and conditions or the Contract, please contact the institution's Student & Academic Services Directorate – the email address is termsandconditions@city.ac.uk.

1.3 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 section of the prospectus. By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies' terms and conditions, if they relate to your Offer.

1.4 If you require a visa or other immigration permission to be able 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.

1.5 If you do not act in accordance with the 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.

1.6 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). Tier 4 sponsored students and other students who require a visa or other immigration permission to be able to study at the institution shall additionally comply with Clause 3 of these terms and conditions. Students who are not registered are not entitled to attend classes or participate in assessments for any modules.

1.7 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. However, this clause shall not apply to any professional bodies' terms and conditions and any visa or other immigration conditions which shall take precedence over these terms and conditions.

2. Applications

2.1 It is your responsibility to ensure that all of the information you provide to the institution (and/or the Home Office if you require immigration permission to study at the institution) is true and accurate.

2.2 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.

2.3 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. 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.

2.4 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.

2.5 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.

3. Immigration

3.1 The institution is required to verify that you have the correct immigration permission to study at the institution and to keep a copy of your passport and visa or

Biometric Residence Permit on file. If you fail to demonstrate that you have the correct immigration permission the institution will not register you for your programme and you will be liable for any personal costs incurred.

3.2 You must notify the City Visa Compliance Team 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.

3.3 All Tier 4 sponsored students and any other students who require a visa or immigration permission to be able to study at the institution must comply with the information contained on the institution's [Visa & immigration advice](#) webpages at all times during a student's period of study at the institution.

3.4 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 and/or remain in the United Kingdom.

3.5 If you do not have valid immigration permission to remain in the UK, the institution shall 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 shall not sponsor you again for a Confirmation of Acceptance for Studies ("CAS").

3.6 On occasion, the institution will need to contact the Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting the terms of the Contract, you consent to the institution contacting the Home Office on your behalf and the Home Office releasing such information to the institution.

4. Conditions of admission and registration

4.1 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.

4.2 All new students of the institution are required to complete registration. All information relating to the registration process can be found on the [Registration](#) webpages

5. Deposits

5.1 Your Offer will highlight if you are required to pay a deposit to secure a place on your programme (in addition to meeting any conditions). If you do not pay the deposit monies in accordance with the payment terms advised in your Offer, your application shall be withdrawn without further notice. It is therefore essential that you have funding for your deposit in place before you apply to the institution.

5.2 Any deposit you pay will be offset against the balance of tuition fees owed to the institution.

5.3 Deposits are non-refundable unless:

5.3.1 you cancel the Contract in accordance with Clause 7, Clause 8 or Clause 9; or

5.3.2 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.

5.3.3 the institution terminates the Contract in accordance with Clause 8.4 and is unable to find a replacement programme for which you are qualified and which you are happy with.

6. Tuition fees and other charges

6.1 The tuition fees for your programme and information on how to pay can be found on the institution's website ([undergraduate fees information](#); [postgraduate fees information](#)) and in your Offer.

6.2 If you accept an Offer, you agree to pay all tuition fees (and any other related costs as applicable, as per Clause 6.9 below), 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 withdraw you from your programme (without liability to you).

6.3 The institution reserves the right to increase your tuition fees annually in line with the Retail Prices Index to take account of the institution's increased costs of delivering educational services. If the institution intends to increase your tuition fees it will notify you of this as soon as reasonably practicable.

6.4 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, or satisfactory evidence has been produced that such fees will be paid by a sponsoring authority or scholarship. You will be personally liable to pay your tuition fees if a sponsoring authority fails to do so.

6.5 In the event that your tuition fees have not been paid in full by their due date, the institution shall be entitled, but not bound to, refuse to permit you to continue on your programme of study and terminate the Contract (without incurring any liability to you).

6.6 The institution may pursue legal proceedings in relation to non-payment of tuition fees.

6.7 A refund of tuition fees may be made if you decide to withdraw from your programme, or are required to withdraw, as per Clause 13. 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 [Paying fees and refunds](#) webpage.

6.8 If you have any concerns regarding payment of fees or refund of fees, please contact the Income Manager at income@city.ac.uk.

6.9 In addition to your tuition fees, you may incur additional expenditure during your time at the institution, depending upon your chosen programme. Please see the fees and finance section of the programme description in the prospectus for programme-specific information and likely costs. Queries regarding any aspect of such other charges should be directed to your Course Office.

6.10 Please be aware that membership to 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.

6.11 In addition, any provision of accommodation will be subject to: (i) an additional charge over and above your tuition fees; and (ii) a separate contract.

6.12 The institution may pursue legal proceedings against you if you are in debt to the institution. In addition, if you are in debt to the institution (whether for tuition or other fees) you will be recorded as a debtor of the institution in any references requested from the institution.

7. Your Cancellation rights

7.1 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.

7.2 In order to cancel the Contract in accordance with Clause 7.1, you must notify the institution (either orally or in writing) within the timescales referred to in Clause 7.1 and you may give the institution notice by completing the [cancellation form at Schedule 1](#) of your Offer letter.

7.3 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 your cancellation form.

8. Changes to your taught programme of study

This Clause relates to changes made to taught programmes. If you are an applicant for a doctoral programme, please refer to Clause 9.

8.1 Withdrawal of a programme prior to registration

The institution will use all reasonable endeavours to deliver all programmes described in the prospectus. However, if there are insufficient enrolments the institution may be forced to cancel the programme. 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 use reasonable endeavours 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 7.1 has expired).

8.2 Programme changes between prospectus publication and your registration

Due to the period between prospectus publication and registration, circumstances may change that lead the institution to make changes to the programme. These changes may occur due to enhancing or updating the quality and content of educational provision; responding to student feedback; academic staffing changes; a lack of student demand for certain modules; or factors beyond the institution's reasonable control which include meeting the latest requirements of a commissioning or accrediting body. 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 and/or prospectus) before you register at the institution, the institution shall bring these to your attention as soon as possible. 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 7.1 has expired) or transfer to such other programme as may be offered by the institution for which you are qualified.

8.3 Programme changes after your registration

8.3.1 The institution may vary elements of your programme from that described in the prospectus once you are registered on the programme for the same reasons as set out in Clause 8.2.

8.3.2 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. This clause 8.3 of the terms and conditions shall not apply to Tier 4 sponsored students or students who require a visa or other immigration permission to be able to carry out their studies.

8.4 Withdrawal of a programme after registration

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 12.3), 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.

8.5 If you choose to cancel the Contract (and withdraw from your programme) in accordance with Clause 8.4 the institution will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider in the UK.

9. Changes to your supervision and/or support for your research study

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

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. 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 7.1 has expired).

9.2 Change in support for your doctoral research study after registration

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.

9.3 Withdrawal of suitable research expertise and/or support for your doctoral research study after registration

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, 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.

9.4 Academic Technology Approval Scheme (ATAS) clearance

All Tier 4 sponsored students and any other students who require a visa or immigration permission to be able to study at the institution shall, if required in order to carry out their research, apply for an ATAS certificate and shall be responsible for renewing their ATAS certificate in the event of any changes to their research programme.

9.5 If you choose to cancel the Contract (and withdraw from your doctoral programme) in accordance with Clause 9.3 the institution will use reasonable endeavours to assist you in finding alternative comparable research expertise with another Higher Education provider in the UK.

10. Educational provision

10.1 The institution will:-

10.1.1 deliver your Programme with reasonable care and skill;

10.1.2 clearly explain the academic requirements of your programme to you.

10.2 You must use all efforts to fulfil all the academic requirements of your programme in accordance with the terms of the Contract, the requirements for which are set out in the programme handbook.

11. Complaints procedure

11.1 If you have a complaint about the institution, you should follow the institution's Complaints Procedure (see [Complaints information for registered students](#); [Complaints information for applicants](#)). These procedures have been produced to help the institution resolve any complaints you may have as promptly, fairly and amicably as possible.

11.2 If, having followed the institution's Complaints Procedure to completion, you remain dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

12. Liability

12.1 Whilst the institution takes all reasonable care to ensure the safety and security of its students whilst on the institution's campus, 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.

12.2 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 institution unless such injury or damage is caused by the institution's negligence.

12.3 The institution shall not be liable for failure to perform any obligations under the Contract if such failure is caused by any act or event beyond the institution's reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving the institution's employees), fire, flood, storm and national emergencies ("Force Majeure Event"). If the institution is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to your studies.

12.4 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.

13. Termination

13.1 The institution reserves the right to terminate the Contract and withdraw you from the institution:

13.1.1 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;

13.1.2 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](#));

13.1.3 if you are considered to have breached the institution's [Senate Regulation 13: Student Disciplinary Regulation](#);

13.1.4 if, in accordance with Clause 3, you are no longer able to demonstrate that you have a valid immigration status, if you have not complied with the conditions of your Tier 4 or any other visa required for you to carry out your studies or if, in the institution's reasonable opinion your acts or omissions could reasonably put the institution's Tier 4 Sponsor status at risk.

13.1.5 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 [Cause for Concern and Fitness to Practise Policy](#).

13.2 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 Office of the Independent Adjudicator (OIA) associated with that withdrawal, you may be entitled to the support services offered by the [Students' Union Support Service](#).

14. Data protection

14.1 The institution holds information about all applicants to the institution and all students at the institution. The institution uses the information provided by applicants and/or students (including information from application forms):-

14.1.1 to administer applications; and

14.1.2 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 our [HESA Student Data Protection Notice](#).

14.2 If your application is successful the institution will also use the information:-

14.2.1 to deliver your programme and provide educational services to you, to administer your studies, to provide you with the institution's facilities and services, to monitor your performance and attendance, to provide you with support, to conduct research and to identify ways to enhance learning, teaching, assessment and the broader student experience;

14.2.2 to send communications to you;

14.2.3 to process any payments made by you to the institution;

14.2.4 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;

14.2.5 for legal, personnel, administrative and management purposes and including the processing of any sensitive personal data (as defined in the Data Protection Act 1998) 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

14.2.6 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 in accordance with Clause 13).

14.3 In certain circumstances the institution may be under a duty to disclose or share your 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.

14.4 The institution will only process your personal data in accordance with (i) the specific purposes notified to you above; (ii) the institution's Data Protection Notice and Privacy Policy (as amended from time to time); and/or (iii) otherwise as permitted by the Data Protection Act 1998.

14.5 By submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this Clause 14. You should refer to the institution's following data protection policies for more information:

14.5.1 [Data Protection Notice for Students](#);

14.5.2 [HESA Student Data Protection Notice](#);

and

14.5.3 [Privacy Policy](#).

15. Intellectual Property and research integrity

Depending on your level of study, you may be entitled to own any intellectual property you generate and provide to us during your programme including, without limitation, the content of examination scripts and assignments. For postgraduate research students, intellectual property will normally be owned by the institution. 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](#).

16. General

16.1 The terms of the Contract shall only be enforceable by you and the institution.

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

16.3 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.

16.4 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.

16.5 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.