

Terms and Conditions for Study at City, University of London 2021/22

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. This includes the educational services we provide to students studying for an apprenticeship programme which may be at an undergraduate (taught) or postgraduate (taught) level at the Institution.
- 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

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 alongwith:
 - 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](#) and [our Student Policies and Regulations webpages](#) as well as those of individual Academic Schools. City reviews and, where necessary, amend its rules, policies and procedures periodically and publishes revised documents on its webpages.
 - 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 In particular, the documents that form the Contract contain the Institution's requirements, in addition to other matters, in relation to:
 - a. admission, registration, engagement and attendance;

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- 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;
 - f. equal opportunities and inclusion, harassment, and health and safety; and
 - g. access to, engagement with and use of the Institution's online and in person 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 other documents which make up the Contract between the Institution and you and listed at clause 2.1, these Terms and Conditions shall take precedence. The other documents which form part of the Contract 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
- 2.4 Some programmes may require you to agree to the terms and conditions of professional bodies or third-parties, such as industrial partners and/or regulatory 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. Clause 2.3 shall not apply to any such professional bodies' terms and conditions and any apprenticeship provisions guidelines set out by the Education and Skills Funding Agency (ESFA), which take precedence over these Terms and Conditions to the extent that there is any inconsistency between them. By agreeing to these Terms and Conditions, you also agree to abide by any relevant professional bodies' and identified third parties' 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. The terms and conditions of your visa take precedence over these Terms and Conditions to the extent that there is any inconsistency between them.
- 2.6 If you do not register or re-register (as appropriate) within 14 days of the start of the term during which your programme begins or continues, 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 participate in classes, participate in assessments for any modules, or take advantage of any benefit afforded to City's students including access to any of the Institution's resources such as Library access and IT facilities. The Institution's facilities such as library access and IT facilities will be restricted to you if you do not register. Please note that if the Institution withdraws you from your programme in these circumstances any deposits made toward your tuition fees are non-refundable unless where you are undertaking

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an apprenticeship programme. Any monies paid towards your tuition fees for your apprenticeship programme shall be returned to ESFA directly by us

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 (online or in-person), student misconduct, fitness to practise, fitness to study or payment of fees) and could lead to the Institution terminating your registration or revoking your award.

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 undertaking their studies at the Institution act as ambassadors for City at all times on campus and off campus, in our local and online community and in any public or online 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 online 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 the Institution's 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. You may be removed from your programme, have your Offer to study at the Institution withdrawn or have your award revoked by us.

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 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

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the Institution, 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, or lack of action by the Institution in connection with your application or Offer, including in relation to any academic decision made by the Institution, or any other aspect of our service relating to the application and admissions process, you may do so using the [Admissions Complaints and Appeals Procedure](#) contained within the Institution's [Admissions Policy](#). You can find out more about City's Admission processes [here](#).
- 4.5 These procedures have been produced to help the Institution resolve any concerns you may have as promptly, fairly and amicably as possible.

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, immigration clearance and an initial needs assessment if you are studying on an apprenticeship programme.
- 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, prior to your registration at the Institution, 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, without liability to you. In such an instance the Institution may not refund any deposits, advanced tuition fee payments and/or any additional cost associated with your application that you may have paid to the Institution or third parties, unless where you are undertaking an apprenticeship programme and any refunds to tuition fees shall be returned to ESFA directly by us. For more information please refer to the Institution's [Admissions Policy: Fraudulent Applications](#).
- 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

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Scheme (ATAS) clearance to study at City. Further details regarding ATAS are set out in Clause 7 below. If you are studying for an apprenticeship programme, your Offer may be conditional on you undertaking an initial needs assessment and signing your apprenticeship related employment contract and apprenticeship commitment statement which sets out the conditions of your apprenticeship prior to the start of your programme.

- 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 termination of your registration as a student of the Institution and the termination of the Contract. In such an instance the Institution may not refund any deposits, advanced tuition fee payments and/or any additional cost associated with your application that you may have paid to the Institution or third parties, unless where you are undertaking an apprenticeship programme and, in such instances, any refunds to tuition fees shall be returned to ESFA directly by us.

6. Disclosure of information

- 6.1 The Institution may amend or withdraw your Offer of a place or terminate your registration and the Contract if it determines that you have made any fraudulent, false or misleading application or statement to the Institution, 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 will not refund any deposits, advance tuition fee payments and/or any additional cost associated with your application that you may have paid to the Institution or third parties, unless where you are undertaking an apprenticeship programme and any refunds to tuition fees shall be returned to ESFA directly by us
- 6.2 Where it is determined that you have made a fraudulent application, City may take action against you without liability. Such action may be taken against you under the Institution's [Admissions Policy](#), [Fitness to Study Policy](#), [Student Disciplinary Regulation](#) and [Fitness to Practise Policy](#) or other relevant policy or procedure. Please refer to the Institution's [Admissions Policy: Fraudulent Applications](#) for more information on how fraudulent applications are managed.

7. Immigration

- 7.1 If you need to be sponsored under the Points Based System for a Student Visa, the

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Institution must first 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 Sponsor.

- 7.2 Please note that the Institution is under no legal obligation to sponsor you and will exercise caution when making any decision as to whether to issue a CAS so as to not risk its Sponsor status.
- 7.3 The Institution is required by law to verify that you have the correct immigration permission to study in the UK (regardless of which country you are from). If you are subject to UK immigration control, and where the UK government requires us to obtain it, you will need to provide original evidence of your valid immigration status confirming that you have the right to study in the UK at the point of registration. The acceptable original evidence of your valid immigration status is typically a passport and evidence of your immigration permission. You will also be required to provide your contact details (including UK address (where relevant), home telephone number and/or mobile telephone number). We will also request a copy of such evidence during the application process. If you are subject to UK immigration control, you will need to continue to hold valid immigration status confirming that you have the right to study throughout your programme and we will require evidence from you. Such evidence must be provided at the start of each academic year. If you hold limited permission to remain which is due to expire during your programme, you will be required to demonstrate to us that you have obtained further permission to remain or, where relevant, Indefinite Leave to Remain. If you fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent you from registering on your programme (without liability to you) or withdraw you from your programme.
- 7.4 All students who are subject to conditions of stay in the UK agree to abide by those conditions. Failure to abide by conditions of stay may lead to a withdrawal. Information on conditions of stay relevant to your particular immigration status can be found [here](#).
- 7.5 If the Institution sponsors you under the Student visa route, you agree to comply with the conditions of your stay in the UK and you agree to make relevant notifications to the Institution. The Institution complies with UKVI's rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to the Institute providing UKVI with any information required pursuant to the Institute's status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control.
- 7.6 Further information can be found on the Institution's [Visa and Immigration Advice](#) webpages. Please note that if you are here on a Student Visa it is your responsibility to let the Institution know when your contact details change. This is because UKVI

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require the Institution to keep a history of a sponsored migrant's contact details.

- 7.7 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.
- 7.8 On occasion, the Institution will need to contact UKVI to clarify details on outstanding visa applications and previous immigration history. Any such contact or relating sharing with UKVI of your personal data will be carried out in accordance with the Data Protection Legislation. Please refer to Clause 15 and City's Privacy Policy for more information about how City processes your personal data.
- 7.9 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.
- 7.10 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, including the information on '[Your responsibilities as a Sponsored Student Visa Holder](#)' webpage at all times during a student's period of study at the Institution. By accepting your place on your programme at the Institution you are confirming that you have read this relevant information and you agree to comply with all listed requirements.
- 7.11 Non-compliance with the conditions of your visa and/or this Clause 7 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 Student Visa sponsorship. Non-compliance with the conditions of your visa could also result in the cancellation of your visa, fines and/or a ban on entry to the UK by the UK government.
- 7.12 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 participate in classes, participate in assessments for any modules or take advantage of any benefit afforded to City's students including access to any of the Institution's resources such as Library access and IT facilities. The Institution's facilities such as library access and IT facilities will be restricted to you if you do not register. Please note that if the Institution withdraws you from your programme in these circumstances any deposits made toward your tuition fees are non-refundable.

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- 7.13 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.
- 7.14 If you do not have valid immigration permission to remain and study in the UK, the Institution will have no choice but to terminate your registration on your programme.
- 7.15 In the event that your application for a Student Visa is refused, the Institution will not sponsor you again for a CAS.
- 7.16 You must notify City's Visa Compliance Team at 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.
- 7.17 Please note that the Institution is under a legal duty to report to UKVI any student who (amongst other matters) does not register on their nominated programme, a student who is not engaging with or absent from their programme without permission, a student who chooses to discontinue their studies or changes their programme, a student whose registration is terminated by the Institution and/or a student who is in breach of their visa conditions.
- 7.18 For further information in relation to immigration issues which could affect you please visit [Student Visa Information website](#). For immigration related questions, please contact visaadvice@city.ac.uk.
- 7.19 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, engagement with and attendance on a programme, as well as the right to enjoy any of the privileges of membership of the Institution, including access to services and facilities, is subject to you complying with

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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 your programme's academic year. Please also see Clause 2.6 for more information about registration and re-registration
- 9.3 You can find information relating to the registration (for new students) and re-registration (for returning students) processes on the [Registration webpage](#).

10. Deposits, tuition fees and other charges

- 10.1 It is your responsibility to ensure that all deposits (Clause 10.10), tuition fees (Clause 10.11) and other fees and charges (Clause 10.12) payable to the Institution are paid in compliance with the payment terms agreed between you and the Institution (as communicated to you by us) as part of your admission process or annual tuition fees statement. Unless otherwise specified by us to you, where a third party (such as a sponsor, employer or a loan provider) is responsible for payment of your fees (on your behalf) it is your responsibility to make sure that such third parties make payments in line with the Institution's payment terms. Otherwise, you will be liable for the payment of your fees to the Institution that are not paid on your behalf in accordance with the payment terms agreed between you and the Institution. Where taxes and VAT charges apply, the tuition fees quoted would usually include any applicable taxes and VAT charges unless you are advised otherwise by the Institution. You are liable for the tuition fees quoted by the Institution as part of the admission process or annual tuition fees statement and any subsequent increases, in line with the relevant legislation unless you are undertaking an apprenticeship programme mapped against the apprenticeship standard and in line with ESFA funding rules. Tuition fees quoted for UK based programmes are exempt from taxes and VAT charges currently.
- 10.2 Tuition fees for undergraduate students from United Kingdom (UK) 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 (non EEA, EU or European Economic Area (EEA) or Switzerland excluding Ireland) please note that City reserves the right to increase the tuition fees confirmed in your Offer letter annually by 2% or by the Retail Price Index (RPI) to take account of the Institution's increased costs of delivering educational services. If the Institution intends to increase your tuition fees, the Institution will notify you of this alongside the published tuition fees as soon as reasonably practicable.
- 10.3 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 all programmes are charged for 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

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payable by you.

- 10.4 Where possible, applicants and Offer-holders may be able to defer their entry, typically, by one year. Where the Institution agrees to defer an entry, the tuition fees charged for the deferred programme are charged at the rate for the year in which you commence the programme at City. Where the Institution allow it and where possible, the payment of deposit for the deferred programme may be deferred to another year. For more information please visit City's [Fees website](#).
- 10.5 As a student you are required to notify the Institution, in writing, if you decide to interrupt your studies, take a break in learning, or withdraw from your programme. You will be charged tuition fees in line with the interruption of studies, the break in learning or withdrawal fee calculation amount. The amount charged by the Institution for your tuition will be determined based on the date you notify the Institution in writing of your wish to interrupt your studies, take a break in learning or withdraw. Students who interrupt their studies or take a break in learning will be required to pay, upon their return to study, the rate of fees (tuition and additional cost) in place for the year of study that they resume their studies, rather than the rate they were charged prior to the interruption or break in learning and where appropriate in line with ESFA funding requirement.
- 10.6 Students who are 'dormant' (those without attendance) are not charged for as long as they do not attend the Institution. If you are fully repeating a year of study, you will be charged full fees for the course block you are retaking and at the new tuition fee rate for the year you are repeating. If you are partially repeating elements of a year of study, you will be charged tuition fees in line with the repeating year's fees calculation amount, prorata (based on number of credits you are repeating).
- 10.7 For more information on how fees are calculated for interruption of studies, break in learning, withdrawals, or full and partial repeat year, please visit City's [Fees and Finance](#) Webpages. For queries regarding interruption of studies and associated tuition fees, break in learning and associated tuition fees, withdrawal from your programme and associated tuition fees and full and partial repeat year and associated tuition fees, please contact your [Course Office](#).
- 10.8 The Institution may pursue legal proceedings against you if you are in debt to the Institution (whether for tuition or other fees), and the Institution reserves the right to claim from you any reasonable additional legal and other costs incurred by City to recover the outstanding debt. You may also be recorded as a debtor of the Institution in any references requested from the Institution.
- 10.9 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;

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- d. 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;
- e. to restrict access to all IT and Library services;
- f. to restrict access using your student ID card;
- g. to withhold results for exams and coursework;
- h. to prevent you from graduating and purchasing ceremony tickets;
- i. to prevent re-registration until all outstanding tuition fee debt has been settled, including additional costs covered in 10.4 and 10.8 are paid in full.

10.10. Deposits

10.10.1 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 Offer 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.

10.10.2 If you are a postgraduate student and/or need to be sponsored by the Institution for a Student Visa, you may be required to pay a deposit towards the relevant tuition fees. Where required, students who need a Student Visa must pay their deposit before the Institution can issue your CAS number to you.

10.10.3 The deposit required and information on how to pay can be found in your Offer letter. In addition, students who need a Student Visa can refer to the Institution's [CAS website](#) for more information.

10.10.4 Any deposit you pay and the first instalment of fees (should you opt to pay in two equal instalments) will be offset against the balance of tuition fees owed to the Institution.

10.10.5 All outstanding tuition fees must be paid in full before any payment received by the Institution can be recognised as a deposit for a new programme. If you owe any outstanding tuition fee debt to the Institution and you attempt to pay us a deposit in respect of another programme at the Institution, we will first offset that payment against the balance of tuition fee debt owed to the Institution and will not apply that payment towards a deposit for the new programme unless and until the outstanding tuition fee debt has been paid in full.

10.10.6 Note that deposits are non-refundable unless:

- a. you fail to meet the conditions of your Offer;
- b. you/we cancel the Contract in accordance with Clause 16, Clause 18 or Clause 19; or
- c. you fail to secure your Student Visa for any reason other than the provision

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of fraudulent information or the deliberate omission of information material to your visa application and are able to evidence this to the reasonable satisfaction of the Institution;

- d. we have to meet the ESFA funding requirements for apprenticeship programmes mapped against the apprenticeship standards.

10.11 Tuition fees

- 10.11.1. The tuition fees for your program can be found in your Offer letter and on the course pages for your year of entry and information on how to pay can be found on the Institution's [Fees website](#).
- 10.11.2. 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 the Institution as part of your admission process or annual tuition fees statement. If you fail to pay your tuition fees, as and when they fall due, in line with the provisions set out in Clause 10.1 the Institution 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).
- 10.11.3. For apprenticeship programmes, tuition fees will be paid in line with ESFA requirement and funding rules for all element relating to the apprenticeship standard for your programme. Where you are undertaking additional elements to the programme of study which are not related to the apprenticeship standard, you will be charged directly and required to pay the tuition fees for the elements which fall outside of the apprenticeship standard for your programme in line with the provisions in Clause 10.11.1.
- 10.11.4. You will not be deemed to have completed registration (as set out in Clause 9) until the Institution has received payment of your tuition fees, either in full or the first instalment (50% of the full tuition fee) or satisfactory evidence has been produced or is available to us that such fees will be paid by a sponsoring authority or scholarship or other funder, such as the Student Loan Company or ESFA on behalf of your employer.

10.12 Other charges (Additional Costs)

- 10.12.1. 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.
- 10.12.2. You may be required to purchase books and/or other materials in connection with your programme, you may incur printing and photocopying costs and you may also be required to 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 list above and that it is your responsibility

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to meet any additional costs which are not covered by your tuition fees. For more information please visit the Institution's [Additional Cost webpage](#).

- 10.12.3. 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.
- 10.12.4. 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.
- 10.12.5. 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

10.13 Refunds

- 10.13.1 A refund of tuition fees may be made if you decide to interrupt your studies, take a break in learning, withdraw from your programme, or if you 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 interruption, break in learning or withdrawal occurs. Full details, including the [Refund Request Form](#) which must be completed if you interrupt your study or withdraw, can be found on the [Tuition fees and refunds](#) webpage.
- 10.13.2 Tuition fees owed until the point of interruption to your studies or withdrawal from your programme is required to be paid to the Institution by you and recoverable by City, in instances where due tuition fees payments are not made to the Institution.
- 10.13.3 Tuition fees owed to us for your apprenticeship programme until the point of taking a break in learning or withdrawal from the programme is required to be paid to the Institution and recoverable by City and will be processed in line with the ESFA funding requirements.

10.14 Calculating Your fees

- 10.14.1 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 what tuition fees you will be required to pay at the time of making you an Offer (due to you having provided incorrect or incomplete information in order to determine whether you qualify for the tuition fee rate for

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home students), you will be notified in your Offer letter that 'your fee assessment is under review'.

- 10.14.2 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 within 14 days from the date the Offer was made to you. 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' and sent you the Fee Questionnaire. Undergraduate Offer holders should return the Fee Questionnaire and any supporting documentation to fees@city.ac.uk. Postgraduate Offer holders should return the Fee Questionnaire and any supporting documentation to the [Course Office](#) for your chosen programme.
- 10.14.3 If you do not return the Fee Questionnaire as required 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.
- 10.14.4 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. If you are assessed as 'overseas' and wish to challenge the assessment, you may download or request the Fee Questionnaire and should return it within 14 days from the date the Offer was made to you. Undergraduate applicants who wish to request a review should write to fees@city.ac.uk. Postgraduate applicants who wish to request a review of their fees should write to the relevant [Course Office](#) for your chosen programme.
- 10.14.5 Please note your request for a review of your tuition fee status must be received by the Institution within 14 days from the date of your Offer containing details of your tuition fee status or, if later, within 14 days from the date the Institution informed you of the outcome of its assessment of your fee status based on your Fee Questionnaire.
- 10.14.6 Please be aware, if you accept an Offer following an assessment of your tuition fee status 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. In the event that you do not seek a review of your tuition fees status within the 14 days stated in this Clause any tuition fees review will only be initiated at the discretion of the Institution and, where in the Institution's reasonable opinion exceptional circumstances exist.
- 10.14.7 It is important to note that if you accept your Offer after a reconsideration of your tuition fee status has reached its outcome and you do not challenge it within 14 days, you are deemed to have accepted the assessment.
- 10.14.8 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.
- 10.14.9 For more information of how fees are assessed, please refer to the [Admissions](#)

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[Policy: Fee Assessment Review and Appeals Guidance](#) which outlines the process by which the Institution conducts an assessment of an applicant's fee status and how to bring an appeal where you are dissatisfied with the outcome of your tuition fees status review. Please note that City's tuition fees appeals decision is final.

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 with a third party.
- 11.2 Matters related to your tenancy will be solely between you and your landlord (at the exclusion of the Institution) and subject to a separate tenancy contract with payment of accommodation fees and charges as set out by your accommodation provider. The Institution will have no liability to you, as a student, or your landlord for non-payment of any monies due as a result of your tenancy agreement.
- 11.3 For general information and guidance regarding the provision of accommodation available to students, 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.
- 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

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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 DBS checks should be directed to the [Course Office](#) in the School of Health Sciences.

14. Equality, Diversity and Inclusion and Student Support

- 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 protected characteristics such as, 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 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 available to you at City can be found on the [Student Support webpages](#).

15. Data protection

For the purposes of Clause 15 the following definitions apply:

- a. "**personal data**" is information which identifies you as an individual;
- b. "**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;
- c. "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**".

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- 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, engagement 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;
 - 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. The Institution may disclose this information or data about you to credit reference agencies or other credit assessment, debt tracing and collectors fraud prevention organisations or solicitors as appropriate;

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- 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, the UKVI 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 of protection for all personal data (including sensitive personal data) transferred outside the European Economic Area. Please see City's [Privacy Notice](#) for more information.
- 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 CitySport 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.

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- 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.
- 16.3 You should exercise your right to cancel in writing by filling in a form for Admissions www.city.ac.uk/contact. You can also send your cancellation by email to admissions@city.ac.uk.
- 16.4 To discuss your cancellation, please contact the Admissions Department by filling in a form for Admissions at www.city.ac.uk/contact or by sending an email to admissions@city.ac.uk
- 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.
- 16.6 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 degree programme of study at City, we fully expect to be able to deliver that programme to completion of your studies. However, in rare circumstances, factors may occur (for example as set out in Clause

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18, Clause 19 and Clause 21) 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 including apprenticeship 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 your registration as a student

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 or postpone the start date of the programme, for instance if there are insufficient enrolments, staff loss or as a result of a Force Majeure Event (as defined in Clause 21.4). 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, where such a suitable programme exists. 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). Any deposits paid towards your programme will be refunded to you or in line with ESFA funding rules by the Institution. Unless you are undertaking an apprenticeship programme, mapped against the relevant apprenticeship standard, you will need to complete the [Refund Request Form](#) for your deposit to be refunded to you.

18.2.2 If you agree to transfer to such other programme as may be offered to you by the Institution for which you are qualified, you will be liable for any variation in fees (tuition and any additional cost) between the original programme (which is no longer available to you) and the replacement programme you have agreed to transfer onto. This may result in you being required to pay more or less for your replacement programme than for your original programme of study, in line with the Institution's standard payment terms.

18.3 Programme changes between Offer acceptance and your registration as a student

18.3.1 During the period between you accepting your Offer and enrolment, where there is no material detriment to you, the Institution reserves the right to vary minor and major elements of your programme from that described in your Offer. Minor

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variations may include changes of module title and assessments within modules as well as minimal variations to module content. Major variations include changes to the title of a programme, changes to the educational purpose of a programme and changes to the mode of delivery of a programme. Such minor and major variations shall be made in order to improve the quality of educational services; to meet the latest requirements of a commissioning or accrediting body; in response to student feedback; to 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 as a result of a Force Majeure Event (as defined in Clause 21.4). 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.

- 18.3.2 If the proposed change is material to your programme of study and prejudicially affects 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 and in accordance with Clause 18.2.2. If you do not wish to take up the amended 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). Any deposits paid towards your programme will be refunded to you by the Institution. You will need to complete the [Refund Request Form](#) for your deposit to be refunded unless where you are studying for an apprenticeship programme mapped against the relevant apprenticeship standard.

18.4 Programme changes after your registration as a student

- 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 18.3.

- 18.4.2 The Institution will undertake suitable consultation with students (if possible) 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, the manner in which the programme is delivered (that is, the mode of delivery of your programme) 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 future tuition fees or transfer to such other programme (if any) as may be offered by the Institution for which you are qualified and in accordance with Clause 18.2.2.

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18.5 Withdrawal of a programme after your registration as a student

18.5.1 If after you have registered as a student of the Institution and the Institution is forced to discontinue your programme as a result of a Force Majeure Event (as defined in Clause 21.4) or other significant instances such as insufficient student enrolments, financial viability of the programme or where we cannot guarantee the delivery of a high-quality academic programme and/or student experience, the Institution will notify you as soon as possible. In such a circumstance, the Institution will use reasonable endeavours to transfer you to a suitable replacement programme for which you are qualified, where such a programme exists and in accordance with Clause (18.2.2). 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 liability for tuition fees and you shall be entitled to a refund of all tuition fees (including any deposit) paid to date for your programme.

18.5.2 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, including apprenticeship programmes, please refer to Clause 18.

19.2 Change in or withdrawal of suitable research facility, research expertise and/or support for your doctoral research study prior to your registration as a student

If, prior to registration, suitable research facilities (such as laboratories and other specialist facilities), research expertise and/or access to additional research skills and methods training changes, in each case, becomes unavailable (as a result of a Force Majeure Event (as defined in Clause 21.4) or other significant instances such as closure of a research facility, financial viability of the research programme or where we cannot guarantee the delivery of a high-quality academic programme and/or student experience), the Institution may be forced to amend or withdraw an offer of study on a doctoral programme.

19.2.1 If this occurs, you will be notified as soon as possible and the Institution will endeavour to identify alternative research facility, 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 facility, research expertise and/or research skills and methods training you

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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). Any deposits paid towards your programme will be refunded to you by the Institution.

19.2.2 If you agree to accept the alternative arrangements to your doctoral programme as may be offered to you by the Institution for which you are qualified, you will be liable for any variation in fees (tuition and any additional cost) between the original doctoral programme (which is no longer available to you) and the alternative doctoral programme you have agreed to transfer onto. This may result in you being required to pay more or less for your alternative programme than for your original doctoral programme.

19.3 Change in support for your doctoral research study after your registration as a student

19.3.1 If after you have registered to study on a doctoral programme there is a change in support, as a result of a Force Majeure Event (as defined in Clause 21.4) or other significant instances 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 future tuition fees or transfer to such other doctoral programme (if appropriate) as may be offered by the Institution, for which you are qualified and in accordance with Clause 19.2.3.

19.4 Withdrawal of suitable research facility, research expertise and/or support for your doctoral research study after your registration as a student

19.4.1 If, after you have registered to study on a doctoral programme and circumstances change (as a result of a Force Majeure Event as defined in Clause 21.4) or other significant instances such as closure of a research facility, financial viability of the programme or where we cannot guarantee the delivery of a high-quality academic programme and/or student experience) which in each case lead to the Institution no longer being able to offer you suitable research facilities and/ or research expertise in line with your Contract, in such circumstances you may either cancel the Contract and withdraw from the doctoral programme without any liability to the Institution for future tuition fees. Alternatively, with the agreement of the Institution you may be able to make changes to your doctoral programme by modifying your doctoral programme or transfer to such other doctoral programme (if appropriate) as may be offered by the Institution for which you are qualified.

19.4.2 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.

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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](#); [Student Policies and Regulations](#))
 - 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 Student Visa Sponsor status at risk.
 - e. If, in the case of programmes which are regulated by professional statutory or 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. Under these circumstances, you may not be entitled to a refund of any deposits, advanced tuition fee payments and/or any additional cost associated with your programme that you may have paid to the Institution or third parties. 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

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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 Where the Institution's model of delivery is online, we will use reasonable endeavours to make any online course, module or content ('**Online Material**') available but cannot guarantee uninterrupted, timely or error-free availability or that defects will be corrected. The Institution reserves the right to suspend access to its Virtual Learning Environment ('**VLE**') and Online Material for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the VLE. The Institution will use reasonable endeavours to give you reasonable notice in the event of any suspension or withdrawal of the VLE of which the Institution is aware. You accept and acknowledge that providing the Institution has complied with the provisions of this Clause, the Institution will not be held responsible for any technical problems you encounter and accepts no liability to the extent there are errors, defects, interruptions and periods of suspension relating to the VLE. The Institution takes no responsibility with regards to restrictions on access to VLE or other online materials and/or resources by overseas governments, jurisdictions or territorial limitations. Where such limitations exist, City will take reasonable steps to facilitate access to resources within the legislative boundaries of the jurisdiction concerned.
- 21.3 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.
- 21.4 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, common commotion, war, act of terrorism (including actual, suspected or threatened act of terrorism), explosion, protests, riots;
 - d. epidemics, pandemics, quarantine, widespread illness and mandatory responses to Governmental advice (whether affecting our staff and/or

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- students or otherwise);
 - e. breakdown of plant or machinery;
 - f. actions or the lack of actions of placement providers;
 - g. actions or the lack of suppliers or subcontractors;
 - h. staff illness or because a staff member leaves;
 - i. weather disruption, fire, flood, storm.
- 21.5 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).
- 21.6 Please note each of the provisions above is separate and severable. Accordingly, if any court or body or authority 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.
- 21.7 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.
- 21.8 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

- 22.1 When undergraduate and postgraduate students (whether research or taught) generate IP during their studies or research at the Institution, the student will generally be the first owner of that IP. However, there may be circumstances in which this position needs to change and the Institution should instead be the owner of that IP.
- 22.2 For example, if a student generates IP and:
- a. the IP is generated under contract terms with a third party that require the IP to be owned by the Institution or a third party (e.g. under a funded studentship); and/or
 - b. the IP is generated together with the Institution's employees, or the IP builds on IP previously generated by City employees.
- 22.3 In the event of 22.2 (a) and/or (b) the student will be required to assign their IP to the Institution, so that City will be the owner of such IP. All students will be

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automatically deemed to have accepted this requirement to assign their IP to the Institution in the above circumstances as a condition of being accepted for admission to their degree programme.

- 22.4 For all the necessary detail around intellectual property ownership, students are asked to refer to City's [Intellectual Property Policy](#)

23. Research Integrity

- 23.1 City expects you to seek to maintain the highest achievable standards in research conduct. You are responsible for familiarising yourself with the City Framework for Good Practice in Research. The framework applies to all staff and students who are engaged in or support research activity and is intended to assist City in achieving its commitment to academic excellence and to ensure continued compliance with the Concordat to Support Research Integrity.

24. Research Ethics

- 24.1 You are responsible for ensuring that you obtain the appropriate and required ethical approval before you begin any research involving human participants. If you do not have approval in place you will not be covered by City's indemnity insurance if anything should go wrong. Failure to follow City's procedures may also in some cases result in your degree not being awarded and/or disciplinary procedures being instigated. Further information and guidance is available on the [Research Ethics webpages](#)

25. Leaving City after your studies

- 25.1 Following the completion of your programme of study at the Institution because you graduated, you withdraw from your studies or were withdrawn from your studies by us we will notify you that your Student IT Account will expire, including your login-name.
- 25.2 Your Student IT Account will be closed by us. Once your Student IT Account is closed, all your data on your Student IT Account will be removed within 60 days from the date your account expires and you will no longer be able to access the student areas of the Institution's IT Self-Service Portal, Moodle, Office 365 (including any related storage spaces such as Onedrive, OneNote, Teams account), Library Services and other student and study-related online services.
- 25.3 You must download or export any data, course work or material which you wish to retain for your future and sole use before your Student IT Account expires. City will not be able to retrieve or make any data, course work or material available to you after your Student IT Account expires. Please note that the Institution will continue to store and process your personal data in line with Clause 15.

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26. General

- 26.1 The terms of the Contract shall only be enforceable by you and the Institution.
- 26.2 The Contract constitutes the entire agreement between you and the Institution in relation to its subject matter.
- 26.3 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.
- 26.4 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.
- 26.5 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.

27 Notices

- 27.1 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
- 27.2 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 or as a student. It is your responsibility to ensure that the contact address that the Institution holds for you is a current one.
- 27.3 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.
- 27.4 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:

Head of Quality and Academic Development

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