

## Terms and Conditions for Study at City, University of London 2023/24

### 1. INTRODUCTION

- 1.1 This document governs the relationship between you, a student on a programme of study at City (“**you**”) and City, University of London (“**City**”, “**we**”, “**us**”, “**our**”) and sets out the contractual terms on which we will provide educational services to you and your obligations as an applicant and a student (the “**Terms and Conditions**”).
- 1.2 These Terms and Conditions apply following your acceptance of an offer of a place on an undergraduate, postgraduate taught or postgraduate research programme (each a “**programme**”) at City. They also apply for an apprenticeship programme which may be at an undergraduate (taught) or postgraduate (taught) level at City.
- 1.3 A legal contract is formed between you and City when you accept City’s Offer. It is important that you read these Terms and Conditions carefully before accepting your Offer.
- 1.4 Should you have any questions about these Terms and Conditions or require the Terms and Conditions and associated documents in an alternative format, please contact the Quality and Academic Development Department at [termsandconditions@city.ac.uk](mailto:termsandconditions@city.ac.uk).

### 2. THE LEGAL CONTRACT BETWEEN YOU AND CITY

- 2.1 In addition to these Terms and Conditions, the following documents also form part of your legal agreement with City and by accepting your Offer you agree to observe them:
  - 2.1.1 your offer letter from City (the “**Offer**”);
  - 2.1.2 [City’s Students’ Charter](#) (subject at all times to clauses 2.5 and 6.3);
  - 2.1.3 all of City’s rules, policies, procedures and other regulations in force from time to time and that are made available to you on our website, including (without limitation): [General Information](#), [City Policies](#), [Statutes and Ordinances](#), [Student Policies and Regulations](#) (subject at all times to clauses 2.5 and 6.3) (the “**Policies and Procedures**”);
  - 2.1.4 the information on your programme’s webpage for the year of your entry, as at the time you accept your Offer and the programme information sheet provided with your Offer (if applicable).
- 2.2 In particular, the Policies and Procedures document City’s requirements, in addition to other matters, in relation to:
  - 2.2.1 admission, registration, engagement and attendance;
  - 2.2.2 deposits, payment of fees and other charges;
  - 2.2.3 academic progression, conduct, assessment and awards;
  - 2.2.4 general conduct, fitness to study and fitness to practice (including the requirements of any relevant Professional, Statutory or Regulatory Body);
  - 2.2.5 immigration;
  - 2.2.6 equal opportunities and inclusion, harassment, and health and safety; and

- 2.2.7 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 It is important that you read, and abide by, the documents referred to in clause 2.1 as they set out your responsibilities as a student at City and our responsibilities to you as a provider of educational services.
- 2.4 By accepting the Offer you accept these Terms and Conditions which along with the documents referred to at clause 2.1 form the contract between you and us (the "**Contract**").
- 2.5 City reserves the right to amend the Student Charter and the Policies and Procedures from time to time. We will always inform you directly via your City student email of material changes to the documentation referred to at clause 2.1. Any changes to the documentation referred to at clause 2.1, will be made available on our website and the Student Hub as appropriate.
- 2.6 In the event of any conflict between a provision in these Terms and Conditions and the other documents listed at clause 2.1, these Terms and Conditions will take precedence.
- 2.7 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 2.6 will 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.
- 3. OFFER AND REGISTRATION**
- 3.1 Your place at City will be subject to you meeting the terms of your Offer.
- 3.2 The Offer City makes to you will be conditional or unconditional. If your Offer is conditional, City will set out the conditions which you will need to fulfil to be admitted onto your chosen programme. 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.
- 3.3 If you have not fulfilled the conditions of your Offer before the date included in your Offer or any other date notified to you, City reserves the right to withdraw your Offer.
- 3.4 You will be required, at the request of City, to provide satisfactory evidence of meeting the Offer conditions before admission. Such evidence may include (without limitation):
- 3.4.1 satisfactory criminal record/Disclosure and Barring Service (DBS) checks (if such information is required for your programme);
  - 3.4.2 Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);
  - 3.4.3 subject to City's obligations under the Equality Act 2010 in respect of students with disabilities, health information (including health checks and evidence of immunisation against certain diseases) (if such information is required for your programme); and/or
  - 3.4.4 English language qualifications (if required).

City will review such information and evidence to determine whether you have met all the necessary conditions and requirements and whether you can be registered on your programme.

- 3.5 If you have any queries regarding the health and criminal record requirements you can contact the [Course Office](#) in within your School.
- 3.6 If you fail to provide the requested evidence to City's reasonable satisfaction, City may withdraw or terminate your Offer, refuse to register you on the programme, terminate your registration as a student, and terminate the Contract. If any of the aforementioned actions are taken against you, City may choose not to refund any deposits-or any additional cost associated with your application that you may have paid to City or third parties. If you are undertaking an apprenticeship programme, City will refund any part of the tuition fee received in advance to the ESFA.
- 3.7 It is your responsibility to ensure that all of the information you provide to City (and/or to UKVI if you require immigration permission to study at City) is true and accurate. If City determines that you have made, either in the course of your application or whilst on the programme, statements which are, or that your application contains, material inaccuracies or fraudulent information, or that you provided false documents or that significant information has been omitted from your application form, City may withdraw or amend your Offer and terminate the Contract and it may choose not to refund any deposits or any additional cost associated with your application that you may have paid to City or third parties. If you are undertaking an apprenticeship programme, City will refund any part of the tuition fee received in advance to ESFA. For more information please refer to the [Admissions Policy: Fraudulent Applications](#).
- 3.8 You must register or re-register (as appropriate) within 14 days of the start of the term during which your programme begins or continues. You must register for each subsequent year of your programme.
- 3.9 If you have not:
- 3.9.1 registered or re-registered at the start of the term as specified in clause 3.8; or
  - 3.9.2 provided the evidence and information we requested from you as set out in the Offer and these Terms and Conditions; and
  - 3.9.3 paid any amounts that are due on registration (as outlined in the terms of your Offer),
- City reserves the right to refuse to register (or re-register) you and may withdraw you from your programme (without liability). If it does so, City reserves the right not to refund any deposits or any additional cost associated with your application that you may have paid to City or third parties. If you are undertaking an apprenticeship programme, City will refund any part of the tuition fee received in advance to ESFA.
- 3.10 Students who are not registered are not entitled to participate in classes, lectures or seminars, participate in assessments for any modules, or take advantage of any benefit afforded to City's students including (without limitation) access to any of City's resources such as library access and IT facilities.
- 3.11 Your admission to City is subject to you complying with the terms of the Contract. Failure to comply with the requirements of the Contract or to meet the requirements and minimum standards specified in the Policies and Procedure could result in City taking action against you under the relevant Policies and Procedure and could lead to City terminating your registration and this Contract in accordance with clause 9.

#### 4. IMMIGRATION REQUIREMENTS

- 4.1 All students registered at City must have the right to study in the UK throughout their course of study. Regardless of which country they are from. You will need to provide original evidence of your right to study in the UK at the point of registration. We will also request a copy of such evidence during the application process.
- 4.2 City is required by law to verify that you have immigration permission to study in the UK. 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.
- 4.3 Clauses 4.1 and 4.2 do not apply to students registered on programmes at City that are delivered completely online. Students studying completely online must submit a copy of their ID (i.e. passport) as part of their registration process.
- 4.4 If you require a visa to study at City 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 as well as the requirements contained on [City's Visa and Immigration Advice webpages](#) and '[Your responsibilities as a Sponsored Student Visa Holder](#)' webpage throughout the course of your studies at City. 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 on the [Government's Visa and Immigration webpages](#). The terms and conditions of your visa take precedence over these Terms and Conditions to the extent that there is any inconsistency between them.
- 4.5 If you need to be sponsored under the Points Based System for a Student Visa to come to the UK to study, subject to our assessment, City may issue you with a Confirmation of Acceptance for Studies ("CAS"), but City is under no legal obligation to do so.
- 4.6 If City 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 City. City complies with UKVI's rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including failure to register on the nominated programme, failure to engage or attend classes without permission, any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to City providing UKVI with any information required pursuant to City's status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control. You must inform City immediately if there are any changes whatsoever to your details or immigration status at any time before or after registration, and during the course of your studies, by emailing City's Visa Compliance Team at [visacompliance@city.ac.uk](mailto:visacompliance@city.ac.uk).
- 4.7 All international students subject to existing UK immigration permissions, who are applying to study for a qualification in certain sensitive subjects, must apply for an ATAS certificate before applying for a visa. If you are a student who is required to apply for an ATAS certificate, you will be notified in

your Offer and gaining this certificate will be a condition of your Offer. Please note that, where relevant, it is your responsibility to renew your ATAS certificate in the event of any changes to your programme.

- 4.8 On occasion, City may 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.
- 4.9 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.
- 4.10 Non-compliance with the conditions of your visa and/or this clause 4 could result in action being taken against you by City under [Senate Regulation 13: Student Disciplinary Regulation](#) which may include termination of your registration and withdrawal of your Student Visa sponsorship.
- 4.11 If you lack the required permission to study in the UK, or you fail to demonstrate that you have the correct immigration permission, or to comply with any immigration conditions, City may: refuse to admit, register, or re-register you, or may, on written notice, withdraw your visa sponsorship or suspend or terminate your studies (without liability to you). If your Offer is withdrawn, City refuses to register you, your registration is terminated or if you choose to withdraw from your studies, this could affect the validity of your visa and your ability to enter, study, work and/or remain in the United Kingdom.
- 4.12 In the event that your application for a Student Visa is refused, City will not provide you a CAS for future Student Visa applications.
- 4.13 Upon successful completion of your course for which you received City's CAS sponsorship and within validity of your Student Visa, you may be eligible to apply for the [Graduate Immigration Route](#). The Graduate route is an unsponsored route and City takes no responsibility for your visa application for the Graduate Immigration Route.
- 4.14 Further information in relation to immigration issues which could affect you can be found on the [Student Visa Information website](#) or by emailing [visaadvice@city.ac.uk](mailto:visaadvice@city.ac.uk).

## 5. **YOUR RESPONSIBILITIES**

- 5.1 Students undertaking their studies at City 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.
- 5.2 In agreeing to these Terms and Conditions you agree to:
- 5.2.1 comply with these Terms and Conditions;
  - 5.2.2 familiarise yourself and comply with City's rules, regulations and Policies and Procedures;
  - 5.2.3 maintain and evidence an immigration status that entitles you to undertake your programme;
  - 5.2.4 behave responsibly and maintain standards of good conduct at all times in accordance with City's Student Charter, Codes of Conduct and Policies and Procedures;
  - 5.2.5 fulfil all the academic requirements of your programme in accordance with the Contract including (without limitation) submission of course work and other assignments, attendance at examinations, attendance at lectures and seminars and any other such teaching forums provided by us.

- 5.3 If you do not act in accordance with this Contract, we may take disciplinary action against you, in accordance with these Terms and Conditions and/or [Senate Regulation 13: Student Disciplinary Regulation](#). The possible outcomes of such an action include: having your Offer to study at City withdrawn, your registration being terminated and you being removed from your programme, or the revocation of your award.
- 5.4 You must maintain the highest achievable standards in research conduct if you are conducting research as part of your programme. 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.
- 5.5 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. 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 [Research Ethics webpages](#).
6. **OUR OBLIGATIONS**
- 6.1 City will:
- 6.1.1 deliver your programme with reasonable care and skill and as described in the relevant programme prospectus in all material respects (subject always to clauses 9, 10 and 11);
  - 6.1.2 clearly explain the academic requirements of your programme to you;
  - 6.1.3 provide you with tuition and other teaching and learning support and resources associated with your programme with reasonable care and skill; and
  - 6.1.4 provide you with timely feedback on your academic work.
- 6.2 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.
- 6.3 During your programme, we may update and replace our rules, regulations, Policies and Procedures from time to time in order to ensure that City operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Any such changes will be appropriately notified to students. Notifications will be made available via our website and the Student Hub as appropriate. Such changes will not affect the content of your programme (see clauses 10 and 11 for provisions concerning changes to programmes).
- 6.4 Any changes made under this clause will normally come into effect at the start of the next academic year. City will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 6.5 City values inclusiveness and endeavours, through our policies and procedures, 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.
- 6.6 Specialist student support is available at City 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 City, or as needs arise throughout the duration of your studies, so we can support you with your needs throughout your studies.

6.7 Further information about the student support services available to you at City can be found on the [Student Support webpages](#).

## 7. **DEPOSITS, TUITION FEES AND OTHER CHARGES**

7.1 It is your responsibility to ensure that all deposits, tuition fees and other fees and charges payable to City are paid in compliance with the payment terms communicated to you by us as part of your admission process or annual tuition fees statement unless you are undertaking an apprenticeship programme mapped against the apprenticeship standard and in line with ESFA funding rules.

7.2 The tuition fees payable for UK based programmes are exempt from taxes and VAT charges. If there are any taxes or VAT charges payable in respect of tuition fees, the tuition fees quoted on our website will include any applicable taxes and VAT charges unless you are advised otherwise by City.

### 7.3 **Calculating Your fees**

7.3.1 The amount of your tuition fees will vary depending on whether your fee status is classed as "Home" or "Overseas".

7.3.2 Your Offer letter will confirm your classification and the amount of tuition fees that you will be required to pay based on the information you provided when you applied to City.

7.3.3 If City 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, you will be notified in your Offer letter that your fee assessment is 'under review'.

7.3.4 If your fee status is stated to be '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 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](mailto:fees@city.ac.uk). Postgraduate Offer holders should return the Fee Questionnaire and any supporting documentation to the [Course Office](#) for their chosen programme.

7.3.5 If you do not return the Fee Questionnaire as instructed in the Offer and these Terms and Conditions (and prior to registration), you will be automatically assigned an "Overseas" status and City will charge you the tuition fees for Overseas students.

7.3.6 If you wish to challenge City's assessment of your tuition fees status, you must write to City to ask for a review of your fees' status within 14 days from the date of your Offer or, if your status was 'under review', within 14 days from the date City informed you of the outcome of its assessment. To challenge the assessment, you must download or request the Fee Questionnaire and return it within 14 days from the date of the Offer or the decision. Undergraduate applicants must submit the Fee Questionnaire to [fees@city.ac.uk](mailto:fees@city.ac.uk) and postgraduate to the relevant Course Office for their chosen programme.

7.3.7 If you accept an Offer or do not challenge the classification as specified in clause 7.3.6 above, you will be deemed to have accepted the tuition fees status and any tuition fees review will only be initiated at the discretion of City and, where in City's reasonable opinion, exceptional circumstances exist.

7.3.8 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.

- 7.3.9 If you accept your Offer and register at City without asking for a review or appealing your fee assessment, you are deemed to have accepted that assessment.
- 7.3.10 For more information of how fees are assessed and how to bring an appeal if you are dissatisfied with the outcome of your tuition fees status review, you can refer to the [Admissions Policy: Fee Assessment Review and Appeals Guidance](#).

## 7.4 Deposits

- 7.4.1 Your Offer will specify if you are required to pay a deposit to secure a place on your programme. If you are required to pay a deposit, and you do not do so in accordance with the payment terms included in your Offer, your Offer may be withdrawn. Any deposit you pay will be deducted from the first instalment of fees.
- 7.4.2 If you are an international student who needs to be sponsored by City for a Student Visa, you may be required to pay a deposit before City can issue your CAS number to you.
- 7.4.3 If you owe any outstanding tuition fee debt to City and you attempt to pay us a deposit in respect of another programme, we will first offset that payment against the balance of tuition fee debt owed to us. We will not apply any payments towards a deposit for a new programme until any outstanding tuition fee debt has been paid in full.
- 7.4.4 Deposits are non-refundable except where:
- (a) you fail to meet the conditions of your Offer and City is unable to confirm your place on the programme as a result;
  - (b) you cancel the Contract in accordance with clause 8;
  - (c) we cancel the Contract in accordance with clauses 9.1.1, 10 and 11;
  - (d) you fail to secure your Student Visa for any reason other than the provision 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 City;
  - (e) we have to meet the ESFA funding requirements for apprenticeship programmes mapped against the apprenticeship standards.

## 7.5 Tuition fees

- 7.5.1 Details of the tuition fees payable for your programme will be included in your Offer letter and on the programme pages for your year of entry and will be payable for each year of attendance. Information on the tuition fees and how to pay them can be found on City's [Fees website](#).
- 7.5.2 Tuition fees for all "Home" students are capped by the UK Government. If the UK Government increases the current tuition fee cap above its level at the time of your registration, we may increase tuition fees for subsequent years of your programme to the revised tuition fee cap set by the UK Government for one or more of the following reasons:
- (a) a requirement to further invest in the City's estate or facilities;
  - (b) a requirement to enhance the quality of the student learning experience;
  - (c) in order to manage inflationary rises in operational costs;

(d) changes in government policy or regulation.

- 7.5.3 If you are an “Overseas” student please note that City reserves the right to increase the tuition fees confirmed in your Offer letter annually by 5% or by the Retail Price Index (RPI) for any one or more of the reasons included in clauses 7.5.2(a) to 7.5.2(d) above.
- 7.5.4 Tuition fees for subsequent years of your programme may therefore be different from those set out in your Offer. If City intends to increase your tuition fees, City will notify you of this alongside the published tuition fees as soon as reasonably practicable.
- 7.5.5 If City notifies you that your fees will be increasing and you are unhappy with the increased fees, you may end your Contract with us by informing your [Course Office](#). The effect of ending your Contract is that you will not incur fees for the next or subsequent academic terms and that your studies with City will terminate. You will remain liable for any fees incurred up to the date before the fee increase takes effect. If your studies are interrupted or suspended for any reason, the fees when you begin or resume your studies may have increased, on the basis set out above.
- 7.5.6 City accepts no liability for the fluctuation in currency exchange rates. You are expected to pay the full tuition fees in British Pounds Sterling. In addition, City accepts no liability for bank or card charges incurred by you, you must pay the full tuition fees stated without any deductions.
- 7.5.7 You will not be deemed to have completed registration (as set out in clause 3) until City 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.

#### *Self-funded students*

- 7.5.8 For students with a Home or Overseas fee status, tuition fee payment schedules for courses commencing in August, September or October are payable in two instalments, the first being due on or before registration, the remainder due by the last day in January.
- 7.5.9 For students with a Home or Overseas fee status, tuition fee payment schedules for courses commencing in any month other than August, September or October are payable in two instalments, the first being due on or before registration, the remainder being due on the last working day of the third completed month after registration.
- 7.5.10 Where payments are late and the deadlines are not met, City reserves the right to apply sanctions in accordance with clause 7.7.
- 7.5.11 For combination or split funding such as part self-funding and part Student Loan Company funded, each proportion of the fees are due in line with each clause covering the funding type. Further details on the requirements other funding combinations and payment option can be found on the [Student Hub](#).

#### *Funding via the Student Loans Company*

- 7.5.12 Where City is informed directly by the Student Loans Company of approved undergraduate loan funding, the relevant body will be invoiced directly for payment. You must apply for your funding annually.
- 7.5.13 If you receive postgraduate or doctoral loan funding directly from the Student Loans Company you are responsible for making payments to City directly. It is possible for your

tuition fee payments to be aligned with your loan disbursement dates. To arrange this, you must send your Postgraduate Loan or Doctoral Loan Schedule to [Income@city.ac.uk](mailto:Income@city.ac.uk) for approval and processing.

- 7.5.14 Any balance of tuition fees not covered by such funding will be invoiced to you and payable under the terms detailed in your Offer and in line with the Universities Standard Instalment Scheme on [City's website](#).
- 7.5.15 It is your responsibility to ensure that any Student Loan application is completed accurately for your specific degree programme course at City, University of London and in a timely manner and in advance of your programme starting. Where applications are late or later in submission, City reserves the right to require you to pay your tuition fees as if you were a self-funded student and where payment is not received by you as a self-funding student or you as a loan recipient, City reserves the right to apply sanctions in accordance with clause 7.7.

*Sponsored students*

- 7.5.16 Where a third party provider (such as a sponsor, employer or a loan provider) is responsible for payment of your fees or part of your fees on your behalf, it is your responsibility to make sure that such third parties make payments in line with City's payment terms. If the third party fails to pay the tuition fees in accordance with the payment terms, you will be liable for payment to City of the fees that are not paid on your behalf.
- 7.5.17 If the funding available to you through the third party provider does not cover the full extent of the tuition fees, you will need to pay the balance of the tuition fees.

*Apprenticeship programmes*

- 7.5.18 For apprenticeship programmes, tuition fees will be paid in line with ESFA requirement and funding rules for all elements relating to the apprenticeship standard for your programme.
- 7.5.19 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 these elements.

*Other funding and sanctions law compliance*

- 7.5.20 For students paying tuition fees by Sponsorship, other Loan funding bodies or by Scholarships, please visit the [City website](#) or [Student Hub](#) for full details and requirements for each type of funding and to see how the fees are due in line with each funding type. The University must comply with all applicable sanctions laws and cannot, directly or indirectly, provide funds to a financial sanctions target. The University will not make any payment to, nor accept payments from, a bank or other financial institution that is a financial sanctions target (or owned / controlled by such a target).

**7.6 Other charges (Additional Costs)**

- 7.6.1 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 City. Additional costs include (without limitation): costs related to the purchase of books and/or other materials in connection with your programme, printing and photocopying, compulsory field trips, joining student and sport societies and your graduation ceremony.
- 7.6.2 The Fees and Finance section of the programme description in the prospectus as well as the programme webpage provides programme-specific information including in respect of

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 or to [termsandconditions@city.ac.uk](mailto:termsandconditions@city.ac.uk).

- 7.6.3 Membership of CitySport, the sports and fitness centre of City, 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.
- 7.6.4 You should also be aware that you may incur fees or fines if you do not comply with certain aspects of your conditions of registration (including for example: for lost or late return of library materials that have been requested by another user or causing damage or if you require a replacement ID Card).
- 7.6.5 It is your responsibility to meet any additional costs which are not covered by your tuition fees and any living expenses and travel costs. For more information please visit City's Additional Expenses webpage.
- 7.6.6 Any provision of accommodation during your programme of study at City will be subject to an additional charge over and above your tuition fees and subject to a separate contract with a third party.
- 7.6.7 Matters related to your tenancy will be solely between you and your landlord (at the exclusion of City, unless City is named the landlord in your tenancy contract) and subject to a separate tenancy contract with payment of accommodation fees and charges as set out by your accommodation provider. City 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.
- 7.6.8 For general information and guidance regarding the provision of accommodation available to students, please refer to the [Accommodation](#) webpages.

## **7.7 Non-payment or late payment of tuition fees**

- 7.7.1 If you do not pay your tuition fees when they fall due, City may take one or more of the following actions:
  - (a) suspend you;
  - (b) restrict access to all IT and Library services;
  - (c) restrict access using your student ID card;
  - (d) withhold results for exams and coursework;
  - (e) not allow you to register/ re-register on your programme;
  - (f) prevent re-registration until all outstanding tuition fee debt, and any outstanding additional costs are paid in full;
  - (g) terminate your registration;
  - (h) prevent you from graduating and purchasing ceremony tickets;
  - (i) refuse to issue your degree certificate;
  - (j) refuse to accept you on another programme.

- 7.7.2 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies including charging interest on unpaid fees and additional fees.

## **7.8 Interruption of studies and withdrawal**

- 7.8.1 If agreed with City, applicants and Offer-holders may defer their entry (deferral is typically permitted for one year). Where City 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. If agreed with City, any deposit you paid will also be deferred to another year.
- 7.8.2 You may withdraw from City and terminate your registration and the Contract at any time. As a student you are required to notify City, in writing, if you decide to interrupt your studies or withdraw from your programme. The amount charged by City for your tuition will be determined based on the date you notify City in writing of your decision (for more information please see [Tuition fees and refunds](#) webpage).
- 7.8.3 If you interrupt your studies or withdraw, you may be entitled to a refund (for more information please see [Tuition fees and refunds](#) webpage).
- 7.8.4 If you interrupt your studies, you will be required to pay, upon your return to study, the rate of fees (tuition and additional cost) in place for the year of study that you resume your studies and where appropriate in line with ESFA funding requirement.
- 7.8.5 Where you withdraw from your programme and you are funded by the Student Loans Company, the fees that you have incurred for an academic year which has not ended will be calculated in accordance with the Student Loans Company guidelines.
- 7.8.6 Students who interrupt their studies will not have to pay tuition fees for as long as they do not attend City unless fees are still due from the period you were in attendance (for more information please see [Tuition fees and refunds](#) webpage).
- 7.8.7 If you are partially repeating elements of a year of study, you will be charged tuition fees on a pro-rata basis, based on the number of credits you are repeating and calculated using the applicable academic year's fee rate in which you are repeating.
- 7.8.8 For more information on interruption of studies and withdrawals, full and partial repeat years, or how fees are calculated please visit City's [Fees and Finance](#) Webpages or contact your [Course Office](#).

## **8. YOUR CANCELLATION RIGHTS**

- 8.1 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.
- 8.2 In order to cancel the Contract in accordance with clause 8.1, you must notify City in writing within the timescales referred to in clause 8.1.
- 8.3 You should exercise your right to cancel in writing by filling in a [form](#) and returning it to the Admissions team at [www.city.ac.uk/contact](http://www.city.ac.uk/contact).
- 8.4 To discuss your cancellation, please contact the Admissions Department at [www.city.ac.uk/contact](http://www.city.ac.uk/contact).
- 8.5 If you have made any payment under the Contract prior to the date of cancellation of the Contract and cancel the Contract within the timeframe as stated in clause 8.1, then City will provide you with a full refund as soon as reasonably possible but in any event within 14 days of City receiving notice of your cancellation and you submitting a refund request form (found here: [Tuition fees and refunds](#)).

We will make the reimbursement using the same means of payment as you used for the initial transaction as we are required to return the funds to the original source.

8.6 You may terminate the Contract after the expiry of the fourteen (14) day period referred to in clause 8.1, but in such case, you must do so in accordance with clause 7.8 of these Terms and Conditions.

## 9. **OUR TERMINATION RIGHTS**

9.1 City reserves the right to terminate the Contract and withdraw your Offer or withdraw you from your programme if:

9.1.1 you have failed to meet the conditions of your Offer, or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your programme;

9.1.2 we discover that you have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form;

9.1.3 you do not complete your registration at the beginning of the programme or you fail to re-register at the beginning of a new academic year;

9.1.4 you have failed to make sufficient academic progress, as set out in your programme handbook or the Policies and Procedures (including, without limitation, in respect of your attendance or academic results);

9.1.5 your attendance on your programme is deemed inadequate;

9.1.6 in accordance with [Senate Regulation 19: Assessment Regulations](#), the Assessment Board determines that you have failed your programme;

9.1.7 you are no longer able to demonstrate that you have a valid immigration status, or you have not complied with the conditions of your visa required for you to carry out your studies, or we have been asked by UKVI, OfS or any other government organisation to terminate your sponsorship, and/or, in City's reasonable opinion your acts or omissions could reasonably put City's Student Visa Sponsor status at risk;

9.1.8 for non-payment of tuition fees

9.1.9 you are found guilty of breach of the City's [Senate Regulation 13: Student Disciplinary Regulation](#) or policies and procedures;

9.1.10 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 (further information can be found in the [Fitness to Practise Policy](#));

9.1.11 a fitness to study panel finds that you are unable to continue your studies due to illness, including mental health issues;

9.1.12 you fail return after a deferral or interruption of studies period;

9.1.13 you break the Contract in any material way, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so.

9.2 If your Contract has been terminated, you will no longer be entitled to attend lectures, classes or seminars, use City's facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of City. 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.

- 9.3 If City terminates the Contract in accordance with this clause 9 (excluding 9.1.1) City reserves the right not to refund any deposits and/or any additional cost associated with your programme that you may have paid to City or third parties. Any tuition fees owed at the point of withdrawal will remain due and will be pursued.
- 9.4 City will not terminate the Contract without good cause and consultation with you. Provided any action is taken to terminate the Contract in accordance with these Terms and Conditions and City's Policies and Procedures, we will not be liable for any loss or damage which you may suffer as a result. Depending on the circumstances we may also be entitled to take legal action against you.
- 9.5 To the extent that you are engaged in any of City's or the [Office of the Independent Adjudicator for Higher Education](#) (OIA)'s procedures associated with the termination, you may be entitled to the support services offered by the [Students' Union Advice Service](#).

## 10. **CHANGES TO YOUR TAUGHT PROGRAMME OF STUDY**

- 10.1 Due to the time period between prospectus publication and registration on your programme, circumstances may change due to factors beyond our reasonable control and therefore it may sometimes be necessary to vary the content of the programme or modules or services as described in the prospectus or cancel a programme altogether. We will use reasonable endeavours to ensure that changes are kept to a minimum, but if we need to make any material changes to your programme (as described in your Offer Letter and/or relevant prospectus), we will bring the changes to your attention as soon as possible and if you reasonably believe that the proposed changes will have a material prejudicial effect on you, you may either terminate the Contract and/or withdraw your application for the programme without any liability to us for tuition fees, or transfer to another programme (if any) as may be offered by us and for which you have the requisite qualifications by completing the appropriate [form](#).
- 10.2 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 causes 10, 11 and 12) that mean this delivery will no longer be possible.
- 10.3 City's [Student Protection Plan](#) sets out what you should expect to happen should your chosen programme or City close, including arrangements that would be put in place to enable you to complete your studies.
- 10.4 This clause 10 relates to changes made to taught programmes including apprenticeship programmes. If you have received an Offer for or are registered on a doctoral (postgraduate) programme, please refer to clause 11.
- 10.5 If City sponsors you under a Student Visa, programme changes may have an impact on your sponsorship, and we will provide you with further information. If you wish to change your programme, you should speak to us before taking any action.
- 10.6 **Withdrawal of a programme prior to your registration as a student**
- 10.6.1 City will use all reasonable endeavours to deliver your programme as described in your Offer. However, City may, in some circumstances, be required to cancel or postpone the start date of the programme, for example (without limitation): if there are insufficient registrations, where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided, or as a result of a Force Majeure Event (as defined in clause 12.5).

- 10.6.2 If you have received an Offer for any programme described in the prospectus which City discontinues prior to you registering, City 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.
- 10.6.3 If you do not wish to take up the replacement programme provided by City or, if City is unable to provide a suitable replacement programme, you may terminate the Contract and withdraw from the programme without any liability for tuition fees (even if the cancellation period referenced in clause 8.1 has expired). Any deposits paid towards your programme will be refunded to you or as required under ESFA funding rules for apprenticeship programmes. 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.
- 10.6.4 If you agree to transfer to such other programme as may be offered to you by City (and for which you have the requisite qualifications), 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.

## 10.7 **Programme changes between Offer acceptance and your registration as a student**

- 10.7.1 During the period between you accepting your Offer and registration, where there is no material detriment to you, City reserves the right to vary minor and major elements of your programme from that described in your Offer.
- 10.7.2 Minor 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 will be made 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 City's regulations, a lack of student demand for certain modules; in order to comply with Government guidance; or as a result of a Force Majeure Event.
- 10.7.3 City 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, City will bring these to your attention as soon as possible.
- 10.7.4 If:
- (a) the proposed change is material to your programme of study and prejudicially affects you; or
  - (b) you do not wish to take up the amended programme provided by City; or
  - (c) if City is unable to provide a suitable replacement programme,

you may terminate the Contract and withdraw from the programme without any liability for tuition fees (even if the cancellation period referenced in clause 8.1 has expired). Any deposits paid towards your programme will be refunded to you by City. 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.

#### 10.8 **Programme changes after your registration as a student**

- 10.8.1 City 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 which may include (without limitation): 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; or if the changes are the result of any of the reasons set out in clause 10.7.2. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "material".
- 10.8.2 If City makes such a material change, in City's reasonable opinion, which you reasonably believe will prejudicially affect you, you may either terminate the Contract and withdraw from the programme without any liability to City for future tuition fees or transfer to such other programme (if any) as may be offered by City for which you have the requisite qualifications. You will remain liable for any fees incurred up to the date when the Contract terminates.

#### 10.9 **Withdrawal of a programme after your registration as a student**

- 10.9.1 If after you have registered City is forced to discontinue your programme as a result of a Force Majeure Event or other significant reasons which may include (without limitation): insufficient student registrations, financial viability of the programme or where we cannot guarantee the delivery of a high-quality academic programme and/or student experience, City will notify you as soon as possible.
- 10.9.2 In such a circumstance, City will use reasonable endeavours to transfer you to a suitable replacement programme for which you have the requisite qualifications, where such a programme exists.
- 10.9.3 If you are unhappy with the replacement programme provided by City or if City is unable to provide a suitable replacement programme, you may terminate the Contract and withdraw from the programme without incurring any liability for tuition fees and you will be entitled to a refund of all tuition fees (including any deposit) paid to date for your programme for the specific academic year you are withdrawing from.
- 10.9.4 If you choose to terminate the Contract and withdraw from your programme in accordance with this clause 10.9 City will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider in the UK.

#### 11. **CHANGES TO YOUR SUPERVISION AND/OR SUPPORT FOR YOUR RESEARCH STUDY**

- 11.1 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 10.
- 11.2 **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**
- 11.2.1 If, prior to registration, any of the following: (i) suitable research facilities (such as laboratories and other specialist facilities), (ii) research expertise and/or (iii) access to additional research skills and methods training changes, become unavailable as a result of a Force Majeure Event or other significant events 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, City may amend or withdraw an offer of study on a doctoral programme.

11.2.2 If any of the foregoing events occurs, you will be notified as soon as possible and City will endeavour to make alternative arrangements available. If you do not wish to accept the proposed alternative arrangements or if City is unable to provide suitable alternative arrangements, you may terminate the Contract and withdraw from the doctoral programme without any liability for tuition fees (even if the cancellation period referenced in clause 8.1 has expired). Any deposits paid towards your programme will be refunded to you by City.

11.2.3 If you agree to accept the alternative arrangements to your doctoral programme as may be offered to you by City and for which you have the requisite qualifications, 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.

### 11.3 **Change in support for your doctoral research study after your registration as a student**

11.3.1 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 or other significant changes which include (without limitation): 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 terminate the Contract and withdraw from the doctoral programme without any liability to City for future tuition fees or transfer to such other doctoral programme (if appropriate) as may be offered by City and for which you have the requisite qualifications.

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

11.4.1 If, after you have registered to study on a doctoral programme, circumstances change as a result of a Force Majeure Event or other significant events which include (without limitation): 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 City 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:

- (a) terminate the Contract and withdraw from the doctoral programme without any liability to City for future tuition fees; or
- (b) with the agreement of City, 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 City and for which you have the requisite qualifications.

11.4.2 If you choose to terminate the Contract and withdraw from your doctoral programme in accordance with this clause 11, City will use reasonable endeavours to assist you in finding alternative comparable research expertise with another Higher Education provider in the UK.

## 12. **LIABILITY**

12.1 Subject to the remainder of this clause 12, City (including its staff and/or representatives) will have no liability to you for any loss, damage, costs or expenses arising under or in connection with the

Contract except where such loss or damage is directly caused by City (or its staff or representatives). City will not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of City's breach of the Contract.

- 12.2 City takes all reasonable care to ensure the safety and security of its students whilst on City's campus, however City cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software, bicycles and vehicles), including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities, or any other cause, except where such loss or damage is caused by our negligence. It is recommended you insure your property against theft and other risks.
- 12.3 We will not be held responsible for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of City.
- 12.4 Where City's model of delivery is online, we will use reasonable endeavours to make any online course, module or content ('**Online Material**') available; while we are unable to guarantee consistent and uninterrupted error-free availability, we will ensure that defects are corrected in a timely manner once identified. City 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. City will use reasonable endeavours to give you reasonable notice in the event of any suspension or withdrawal of the VLE of which City is aware. You accept and acknowledge that providing City has complied with the provisions of this clause, City 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. City 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.
- 12.5 City will 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 City's reasonable control ('**Force Majeure Event**') including but not limited to:
- 12.5.1 acts of God;
  - 12.5.2 strikes, lockouts or other industrial action or disputes involving our workforce or any other party;
  - 12.5.3 national emergencies, common commotion, war, act of terrorism (including actual, suspected or threatened act of terrorism), explosion, protests, riots;
  - 12.5.4 epidemics, pandemics, quarantine, widespread illness and mandatory responses to Governmental advice (whether affecting our staff and/or students or otherwise);
  - 12.5.5 breakdown of plant or machinery;
  - 12.5.6 actions or the lack of actions of placement providers;
  - 12.5.7 actions or the lack of suppliers or sub-contractors;
  - 12.5.8 staff illness or because a staff member leaves;
  - 12.5.9 weather disruption, fire, flood, storm.

- 12.6 If City 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](#).
- 12.7 Nothing in these Terms and Conditions will limit City's liability to you for fraud or wilful default or for death or personal injury caused by City's negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- 12.8 Subject at all times to clause 12.7, our liability to you under the Contract will under no circumstances be greater than the total tuition fees due payable by you to City in respect of your programme.
13. **LEAVING CITY AFTER YOUR STUDIES**
- 13.1 Following completion of your programme of study at City because you graduated or you withdrawing from your studies or termination of your Contract by us, we will notify you that your Student IT Account will expire, including your login-name.
- 13.2 Your Student IT Account will be closed by us, unless your programme of study specifically allows extended access for a set period of time as set out in your Programme handbook, and you have *applied successfully for such an extension*. 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 City'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.
- 13.3 Graduate accounts will be extended after graduation where there is a programme specific requirement to prepare for external professional exams. Access will only be extended for graduates that have successfully applied for an extension as outlined in your Programme handbook. Where this access is granted, graduates are expected to adhere to the relevant responsibilities in clause 5. City retains the right to terminate IT accounts and access to course materials when policies and procedures are breached.
- 13.4 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 City will continue to store and process your personal data in line with clause 15.
14. **INTELLECTUAL PROPERTY**
- 14.1 "**Intellectual Property Rights**" means any patent, rights to inventions, copyright and related rights, performers' property rights, trademarks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- 14.2 Any Intellectual Property Rights developed by you during your programme (whether taught, research or apprenticeship) are governed by City's [Intellectual Property Policy](#).
- 14.3 When undergraduate and postgraduate students (whether research or taught) generate Intellectual Property Rights during their studies or research at City, the student will generally be the first owner of those Intellectual Property Rights. However, there may be circumstances in which this position needs to change and City should instead be the owner of that IP. For example, if a student generates Intellectual Property Rights and:

- 14.3.1 those Intellectual Property Rights are generated under contract terms with a third party that require the Intellectual Property Rights to be owned by City or a third party (e.g. under a funded studentship); and/or
- 14.3.2 the Intellectual Property Rights are generated together with City's employees or they build on Intellectual Property Rights previously generated by City employees,

the student will be required to assign their Intellectual Property Rights to City, so that City will be the owner of such Intellectual Property Rights. All students will be automatically deemed to have accepted this requirement to assign their Intellectual Property Rights to City in the above circumstances as a condition of being accepted for admission to their degree programme

- 14.4 For details on Intellectual Property Rights ownership, students of all programmes (whether taught, research or apprenticeship) should refer to City's [Intellectual Property Policy](#).
- 14.5 By registering on a programme, City and any associated company may publish photography, video content and any other materials relating to your programme of study with City in all territories for the purposes of publicity and promotion without restriction.

## 15. **DATA PROTECTION**

- 15.1 We will process personal data, including photographs, in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation 2016/679 ("**Data Protection Legislation**"). For more information on how City uses your personal data, please refer to City's [General Privacy Notice](#), City's [Student Privacy Notice](#), City's [Data Protection Policy](#) and [HESA Student Data Collection Notice](#).
- 15.2 We may share your personal data with third parties which 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 City, which we will do in accordance with the Data Protection Legislation. City's Data Protection Policy and Privacy Notices explain more about how your personal data is processed.
- 15.3 Students who are involved in processing personal data (for example in research projects, or in the course of a work placement at a hospital) must ensure that they abide by the requirements of the Data Protection Legislation. They should refer to City's Data Protection Policy and relevant Privacy Notices and other Policies or a placement provider's policy if applicable and seek guidance from their tutor or supervisor where appropriate.
- 15.4 When you leave City, whether because you complete your programme of study or otherwise, your information will be retained by City for the purposes of maintaining your student record and/or where there is a legitimate business need to do so. Basic information will also be passed to our Development and Alumni Relations Office to create an alumni database unless you indicate otherwise.

## 16. **MAKING A COMPLAINT**

- 16.1 If you are an Offer-holder or applicant to City and wish to complain about an action, or lack of action by City in connection with your application or Offer, including in relation to any academic decision made by City, 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 City's [Admissions Policy](#). You can find out more about City's Admission processes on our [website](#).

- 16.2 If you are a current student, or a former student within 3 months of your last registered date as a student, and wish to complain about an action or lack of action by City, or any aspect of our service, you may do so using the [Senate Regulation 26: Student Complaints Procedure](#).
- 16.3 If you are a current student and have followed City'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 \(OIA\)](#).
- 16.4 These procedures have been produced to help City resolve any concerns you may have as promptly, fairly and amicably as possible.
17. **GENERAL**
- 17.1 The terms of the Contract will only be enforceable by you and City and no other person will have any rights to enforce any of its terms.
- 17.2 The Contract is personal to you and you may not transfer any of your rights or obligations under the Contract to another person.
- 17.3 The Contract constitutes the entire agreement between you and City in relation to its subject matter and supersedes all previous agreements between you and City, whether written or oral.
- 17.4 If we do not insist immediately that you do anything that you are required to do under these terms, or we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.
- 17.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will 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 will be deemed deleted. Any modification to or deletion of a provision or part provision will not affect the validity and enforceability of the rest of the Contract.
- 17.6 The Contract is governed by and construed in accordance with English Law. The English Courts have non-exclusive jurisdiction to deal with any dispute arising out of or in connection with it.
18. **NOTICES**
- 18.1 In the event that you need to contact City, please send your communication in writing to the [Course Office](#) for your chosen programme. If you are unsure which Department or School to send your communication to, please send it to the Quality and Academic Development Department at [termsandconditions@city.ac.uk](mailto:termsandconditions@city.ac.uk).
- 18.2 If City 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 City holds for you is a current one.
- 18.3 Undergraduate applicants and Offer-holders who wish to update their contact address should contact the Admissions Team at [www.city.ac.uk/contact](http://www.city.ac.uk/contact). Postgraduate applicants and Offer- holders who wish to update their contact address should contact the [Course Office](#) for your chosen programme.
- 18.4 Current students who wish to update their contact address should contact the [Course Office](#) for your chosen programme.