

## Terms and Conditions for Study at City St George's, University of London 2024/25

### 1. Introduction

1.1. This document governs the relationship between you, a student on a programme of study at City St George's ("you", "your") and City, University of London (a Royal charter company) of Northampton Square, London EC1V 0HB trading as City St George's, University of London ("**City St George's**", "**the University**" "**we**", "**us**", and "**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 St George's. Your programme will be delivered at either City St George's Clerkenwell or Moorgate campus, or at City St George's Tooting campus. The policies and procedures at each campus may differ, and we have highlighted where this is the case in these Terms and Conditions.

1.3. A legal contract is formed between you and City St George's when you accept your offer of a place on a programme (the "**Offer**"). If you study at City St George's Tooting campus and received your offer letter prior to 1 August, your offer will be from St George's, University of London. 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

In addition to these Terms and Conditions, the following documents also form part of your legal agreement with City St George's and by accepting your Offer you agree to observe them:

2.1.1 your Offer;

2.1.2 [City St George's Students' Charter](#) (subject at all times to clause 11);

2.1.3 all of City St George's rules, policies, procedures and other regulations in force from time to time and that are made available to you on our website. From 1<sup>st</sup> August, in some areas different regulations, policies and procedures will apply, depending on whether you are applying to or registered on a programme delivered at City St George's, Tooting or City St George's Clerkenwell or Moorgate, as set out in these Terms and Conditions and described below:

(a) if you are applying to or registered on a programme delivered at City St George's, Tooting, then the policies and procedures that will apply to you are: the [Student Policies](#) and [Student Procedures](#);

(b) if you are applying to or registered on a programme delivered at City St George's Clerkenwell or Moorgate, then the policies and procedures that will apply to you are: [Student Policies and Regulations](#).

(subject at all times to clause 11) (together, the “**Policies and Procedures**”); and

2.1.4 the information in the programme specification provided with your Offer.

2.2 In particular, the Policies and Procedures set out City St George's requirements and how they apply to students registered on programmes delivered at:

2.2.1 St George's, University of London and City, University of London on or before 31<sup>st</sup> July 2024; and

2.2.2 City St George's, Tooting or City St George's Clerkenwell or Moorgate from 1<sup>st</sup> August 2024.

2.3 The Policies and Procedures set out information in relation to:

2.3.1 admission, registration, engagement and attendance;

2.3.2 deposits, payment of fees and other charges;

2.3.3 academic progression, conduct, assessment and awards;

2.3.4 general conduct, support for study and fitness to practice (including the requirements of any relevant professional, statutory or regulatory body);

2.3.5 immigration;

2.3.6 equal opportunities and inclusion, harassment, and health and safety; and

2.3.7 access to, engagement with and use of City St George's online and in person services and facilities including those relating to IT, the Library and CitySport.

2.4 It is important that you read, and comply with, the documents referred to in clause 2.1 as they set out your responsibilities as a student at City St George's and our responsibilities to you as a provider of educational services.

2.5 By accepting the Offer you accept these Terms and Conditions which along with the documents referred in clause 2.1 form the contract between you and us (the “**Contract**”).

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 and in your Offer. Clause 2.6 will not apply to any such professional bodies' terms and conditions, 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 St George's will be subject to you meeting the terms of your Offer.

3.2 If City St George's makes you an Offer, it will be conditional or unconditional. If your Offer is conditional, City St George's will set out the conditions which you will need to fulfil to be admitted onto your chosen 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 St George's reserves the right to withdraw your Offer.

3.4 You will be required, at the request of City St George's, to provide satisfactory evidence of meeting the Offer conditions before admission. Such evidence may include (without limitation):

3.4.1 payment of your deposit (if applicable) by the date set out in your Offer;

3.4.2 evidence that you have the correct immigration permission to study in the UK, or evidence that you comply with any immigration conditions;

3.4.3 satisfactory criminal record / Disclosure and Barring Service (DBS) checks (if such information is required for your programme);

3.4.4 Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);

3.4.5 subject to City St George'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

3.4.6 English language qualifications (if required).

3.5 City St George's will review such information and evidence to determine whether you have met all the necessary conditions and requirements of your Offer and whether you can be registered on your programme.

3.6 If you have any queries regarding any health and criminal record requirements set out in clause 3.4, please contact the relevant Admissions team at [www.city.ac.uk/contact](http://www.city.ac.uk/contact) (if your programme is delivered at City St George's Clerkenwell or Moorgate) or [Admissions@sgul.ac.uk](mailto:Admissions@sgul.ac.uk) (if your programme is delivered at City St George's, Tooting).

3.7 If you fail to provide the requested evidence to City St George's reasonable satisfaction, City St George's may withdraw or terminate your Offer, refuse to register you on the programme, terminate your registration as a student, or terminate the Contract. If any of the aforementioned actions are taken against you, City St George's may choose not to refund any deposits or any additional cost associated with your application that you may have paid to City St George's or third parties.

3.8 It is your responsibility to ensure that all information you provide to City St George's (and/or to UKVI if you require immigration permission to study at City St George's) is true and accurate. If City St George's determines that:

3.8.1 you have made false submissions (either in the course of your application or whilst on the programme);

3.8.2 that your application contains, material inaccuracies or fraudulent information;

3.8.3 that you provided false documents; or

3.8.4 that significant information has been omitted from your application form,

City St George's may withdraw or amend your Offer, terminate the Contract, and/or it may choose not to refund any deposits or any additional cost associated with your application that you may have paid to City St George's or third parties. For more information applicants to programmes delivered at City St George's Clerkenwell or Moorgate can refer to the Admissions Policy: Fraudulent Applications and applicants to programmes delivered at City St George's Tooting can refer to the Admissions Policy.

3.9 Specialist student support is available at City St George's 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 St George's, or as needs arise throughout the duration of your studies, so we can support you with your needs throughout your studies.

3.10 Further information about the student support services available to you at City St George's can be found on the [Help and Support webpages](#) (for students registered on programmes delivered at City St George's Clerkenwell or Moorgate) and the [Support for Student webpages](#) (for students registered on programmes delivered at City St George's Tooting).

3.11 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.

If you have not:

3.12.1 registered or re-registered at the start of the term as specified in clause 3.11; or

3.12.2 provided the evidence and information we requested from you as set out in the Offer and these Terms and Conditions; and

3.12.3 paid any amounts that are due on registration (as outlined in the terms of your Offer),

City St George's 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 St George's reserves the right not to refund any deposits or any additional cost associated with your application that you may have paid to City St George's or third parties.

3.13 Students who are not registered are not entitled to participate in classes, lectures or seminars, placements, participate in assessments for any modules, or take advantage of any benefit afforded to City St George's students including (without limitation) access to any of City St George's resources such as library access and IT facilities.

3.14 Your admission to City St George's 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 St George's taking action against you under the relevant Policies and Procedure and could lead to City St George's terminating your registration and this Contract in accordance with clause 10.

#### **4. Immigration Requirements**

4.1 Regardless of nationality, all students registered at City St George's must hold, and be able to evidence, the right to study in the UK for the full duration of their programme. You will need to provide compliant 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 St George's is required by law to verify that you have permission to study in the UK. If you are subject to UK immigration control, 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. This is regardless of whether you are deemed as a 'home' or 'overseas' student in regard to fees. 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 hold valid immigration status conferring the right to study throughout your programme and evidence of this can be requested by City St. George's at any time. Such evidence must be provided at the start of each academic year. If you hold time-limited permission to remain, which is due to expire during your programme, you will be required to demonstrate to us that you have either obtained further permission to remain or, where relevant, have settled in the UK and are no longer subject to immigration time restrictions. 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 or withdraw you from your programme. We are also required to inform the UK Home Office when we withdraw sponsorship from an international student.

4.3 Clauses 4.1 and 4.2 do not apply to students registered on programmes at City St George's 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 St George's, it is your responsibility to obtain this prior to commencing 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 the [Visa and Immigration Advice webpages](#) and 'Your responsibilities as a Sponsored Student Visa Holder' webpage (for students registered on programmes delivered at City St George's Clerkenwell or Moorgate) or the [Visa and Immigration Support webpages](#) (for students registered on programmes delivered at City St George's Tooting) throughout the course of your studies at City St George's. Failure to abide by conditions of stay may lead to a withdrawal of sponsorship. 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. If you require sponsorship for a Student Visa to come to the UK to study, subject to our assessment, City St George's may issue you with a Confirmation of Acceptance for Studies ("CAS"), but City St George's is under no legal obligation to do so.

4.5 If City St George's 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 St George's to update them of any relevant changes in your immigration status. City St George's complies with UKVI's rules for Sponsor Licence holders and is required to provide UKVI with information about all 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 St George's providing UKVI with any information required pursuant to City St George'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 St George's immediately if there are any changes whatsoever to your details (including residential address) or immigration status at any time before or after registration, and during the course of your studies, by emailing [visacompliance@city.ac.uk](mailto:visacompliance@city.ac.uk) (for students registered on programmes delivered at City St George's Clerkenwell or Moorgate) or [student.immigration@sgul.ac.uk](mailto:student.immigration@sgul.ac.uk) (for students registered on programmes delivered at City St George's Tooting).

4.6 Student Visa holders who intend to work in the UK whilst studying must be aware of any restrictions on their visa relating to the number of hours that can be worked per-week during term time, or the type of work (for example, students must be aware of restrictions in relation to self-employed work). If a sponsored student is found to have worked outside of their permission, this may result in the withdrawal of sponsorship.

4.7 International students, 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 St George's 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 17 for further information about how City St George's processes your personal data.

4.9 Non-compliance with the conditions of your visa could 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 St George's under [Senate Regulation 13: Student Disciplinary Regulation](#) (for students registered on programmes delivered at City St George's Clerkenwell or Moorgate) or [Student Disciplinary Procedure](#) (for students registered on programmes delivered at City St George's Tooting), 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 otherwise fail to comply with any immigration conditions, City St George's 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 St George's will not provide you with a CAS for future Student Visa applications.

4.13 Upon successful completion of your programme for which you received City St George'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 St George's 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 webpages](#) (for students registered on programmes delivered at City St George's Clerkenwell or Moorgate) or the [Visa and Immigration Support webpages](#) (for students registered on programmes delivered at City St George's Tooting).

## **5. Your responsibilities**

5.1 You agree that students undertaking their studies at City St George's act as ambassadors for City St George's 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 St George'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; and

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](#) (for students registered on programmes delivered at



City St George's Clerkenwell or Moorgate) or [Student Disciplinary Procedure](#) (for students registered on programmes delivered at City St George's Tooting). The possible outcomes of such an action include having your Offer to study at City St George's 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. For students registered on programmes delivered at City St George's Clerkenwell or Moorgate 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 St George's in achieving its commitment to academic excellence and to ensure continued compliance with the Concordat to Support Research Integrity. For students registered on programmes delivered at City St George's Tooting it is the [Core Code of Practice](#) and the [Regulations for Research Degrees](#).

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 St George's indemnity insurance. Failure to follow City St George'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 Integrity and Ethics webpages](#) (for students registered on research programmes delivered at City St George's Clerkenwell or Moorgate) and the [Research Integrity](#) and [Research Ethics](#) webpages (for students registered on research programmes delivered at City St George's Tooting).

## **Our obligations**

6.1 City St George's will:

6.1.1 deliver your programme with reasonable care and skill and as described in your Offer and our Policies and Procedures (subject always to clauses 11 and 12);

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 Although City St George's is based in London our programmes may be delivered:-

6.2.1 on-campus through face to face teaching;

6.2.2 online using distance learning methods; or

6.2.3 using a blended approach of on-campus and online delivery.

6.3 The method of delivery for your programme will be stated in the programme specification and in your Offer. If City St George's has to change the method of delivery of your programme during an academic year, this may constitute a change to your programme. Please see clause 12 for further details.

6.4 City St George's 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.

## **7. Deposits, tuition fees and other charges**

7.1 It is your responsibility to ensure that all programme or modular deposits, tuition fees and other fees and charges payable to City St George's are paid in accordance with the terms set out in this clause 7.

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 and in your Offer will include any applicable taxes and VAT charges.

### **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 For programmes, 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 St George's.

7.3.3 If City St George's 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 we informed you that 'your fee assessment is under review' and sent you the Fee Questionnaire

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 St George's will charge you the tuition fees for Overseas students.

7.3.6 If you wish to challenge City St George's assessment of your tuition fees status, you must write to City St George's 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 St George's 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.

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 St George's and, where in City St George'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 St George's 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, applicants to programmes delivered at City St George's Clerkenwell or Moorgate can refer to the [Admissions Policy: Fee Assessment Review and Appeals Guidance \[PDF\]](#); applicants to programmes delivered at City St George's Tooting can refer to the [Admissions Policy](#).

#### 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 St George's for a Student Visa, you may be required to pay a deposit before City St George's can issue your CAS number to you.

7.4.3 If you owe any outstanding tuition fee debt to City St George's 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 St George's is unable to confirm your place on the programme as a result;
- (b) you cancel the Contract in the Cancellation Period in accordance with clause 9.1;
- (c) we cancel the Contract in accordance with clauses 10.1.1 and 12; or
- (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 St George's.

## 7.5 Tuition fees

7.5.1 Details of the tuition fees payable for the first year of 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 the [Finance Your Study webpage](#) (for students registered on programmes delivered at City St George's Clerkenwell or Moorgate) and the [Fees and Funding webpage](#) (for students registered on programmes delivered at City St George's Tooting).

7.5.2 Many programmes last several years, and City St George's reserves the right to increase your tuition fees each year, for one or more of the following reasons:

- (a) a requirement to further invest in City St George'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; and
- (d) changes in government policy or regulation.

7.5.3 In any event, a tuition fee increase for a current student shall not exceed a 5% (five percent) increase on the previous academic year's tuition fee for the same Course in question. Any fee increase shall be subject at all times to the tuition fees not exceeding any cap imposed by Government from time to time.

7.5.4 Tuition fees for subsequent years of your programme may therefore be different from those set out in your Offer. If City St George's intends to increase your tuition fees, City St George's will notify you of this alongside the published tuition fees three months before the start of the academic year to which the fee increase is intended to apply.

7.5.5 If City St George's 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 School by email no later than two weeks before the start of the academic term for which the fee increase is due to take effect. 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 St George's 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 St George's 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 St George's 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 St George's 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.

#### *Tuition fees for repeating students – partially or fully repeating a year*

7.5.8 If you are partially repeating elements of a year of study:

(a) if your programme is delivered at City St George's Clerkenwell or Moorgate, 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; and

(b) if your programme is delivered at City St George's Tooting, your tuition fees will be charged on a term basis or pro rata (see [policy](#))

#### *Self-funded students*

7.5.9 For students with a Home or Overseas fee status, tuition fee payment schedules for programmes commencing in August, September or October are payable in two instalments (if at City St George's Clerkenwell or Moorgate, the first being due on or before registration, the remainder due by the last day in January), or three instalments if at City St George's Tooting.

7.5.10 For students with a Home or Overseas fee status, tuition fee payment schedules for programmes 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 the programme start date.

7.5.11 Where payments are late, due dates are not met or deadlines are not met, City St George's reserves the right to take the steps set out in clause 7.8.

7.5.12 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 for other funding combinations and payment options can be found on the [Student Hub](#) for students at City St George's Clerkenwell or Moorgate and students at City St George's Tooting should contact [studentfinance@sgul.ac.uk](mailto:studentfinance@sgul.ac.uk).

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

7.5.13 Where City St George's is informed directly by the Student Loans Company (SLC) of approved undergraduate loan funding, the relevant body will be invoiced directly for payment. You must apply for your funding annually and further SLC Terms and Conditions may apply.

7.5.14 If you receive postgraduate or doctoral loan funding directly from the Student Loans Company you are responsible for making payments to City St George's directly. It is possible for your tuition fee payments to be aligned with your loan disbursement dates. To arrange this at City St George's Clerkenwell or Moorgate, you must send your Postgraduate Loan or Doctoral Loan Schedule to [Income@city.ac.uk](mailto:Income@city.ac.uk) for approval and processing. At City St George's Tooting you must send this to [studentfinance@sgul.ac.uk](mailto:studentfinance@sgul.ac.uk) This is not automatic.

7.5.15 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 Standard Instalment Scheme on [City St George's website](#).

7.5.16 It is your responsibility to ensure that any Student Loan application is completed accurately for your specific degree programme at City St George's and in a timely manner and in advance of your programme starting. Where applications are late or later in submission, City St George's reserves the right to require you to pay your tuition fees as if you were a self-funded student, this means you are required to make a payment to register or re-register and where payment is not received by you as a self-funding student or you as a loan recipient, City St George's reserves the right to take the steps set out in clause 7.8.

7.5.17 Student loan applications or student loan payments cannot be transferred between academic years. Loan applications and payment disbursements are specific to academic years and can only be used towards the academic year to which the application was made.

#### *Sponsored students*

7.5.18 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 St George's payment terms. City St George's operates a 30-day payment term from the date of invoice for payment in full for all sponsors. If the third party fails to pay all or part

of the tuition fees in accordance with the payment terms, you will be liable for payment to City St George's of the fees that are not paid on your behalf. You will be invoiced for the outstanding fees which shall be payable within 14 days. City St George's reserves the right to take the steps set out in clause 7.8 if you do not pay your tuition fees in accordance with this clause 7.5.18.

7.5.19 Any student or applicant wishing to be sponsored for any part of a programme must complete the [Tuition Fee Sponsorship Form](#).

7.5.20 If the funding available to you through the third party provider (sponsor) does not cover the full extent of your tuition fees, you will need to pay the balance of the tuition fees, in line with the Standard Instalment Scheme on City St George's [website](#).

#### *Other funding*

7.5.21 For students paying tuition fees by sponsorship, other loan funding bodies or by scholarships, if you are studying at City City St George's Clerkenwell or Moorgate please visit the [Finance Your Study webpage](#) or the [Fees and Finance webpage](#) for full details and requirements for each type of funding and to see how the fees are due in line with each funding type. If you are studying at City St George's Tooting please see [here](#).

#### *Sanctions Law and Compliance*

7.5.22 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).

7.5.23 The University will void / return / refund any payment suspected of being fraudulent and a payment requirement or debt will remain outstanding on the student / applicant's account and be recorded as such. This may result in a student / applicant paying fees twice if a fraudulent third party or payment method is used. All applicants and students are reminded that all payments made on to their student account are their responsibility and any repercussions of activity suspected or proved to be fraudulent will be against that applicant/student. Students at City St George's Clerkenwell or Moorgate please see the [Fees and Finance webpage](#) for further information. Students at City St George's Tooting see [Paying for Your Fees](#) for further information.

#### *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 St George's. Additional costs may 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 Details of any additional costs will be set out in the programme specification as well as on the programme webpages (for your year of entry as at the time you accept your Offer). Queries regarding any aspect of additional costs of your programme should be directed to the [Course Office](#) for your chosen programme (for students registered on programmes delivered at City St George's Clerkenwell or Moorgate) or your course administrator (for students registered on programmes delivered at City St George's Tooting). If you are unsure which Department, School or Institute to send your query to, please send it 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, such as any living expenses and travel costs. For more information, students registered on programmes delivered at City St George's Clerkenwell or Moorgate should visit the [Additional Expenses webpage](#) and students registered on programmes delivered at City St George's Tooting should visit the [Additional Course-related Costs webpage](#).

## 7.7 Accommodation

7.7.1 Any provision of accommodation during your programme of study at City St George's will be subject to an additional charge over and above your tuition fees and will be subject to a separate contract with a third party.

7.7.2 Matters related to your tenancy will be solely between you and your landlord (at the exclusion of City St George's, unless City St George's is named as 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 St George's 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.

7.7.3 For general information and guidance regarding the provision of accommodation available to students, students registered on programmes delivered at City St George's Clerkenwell or Moorgate should visit the [Accommodation webpages](#) and students registered on programmes delivered at City St George's Tooting should visit the [Accommodation webpages](#).



## 7.8 Non-payment or late payment of tuition fees

7.8.1 If you do not pay your tuition fees when they fall due, we will send you a written notification requesting that you make payment within 14 days. If you fail to pay by the date specified in the written notification we may take one or more of the following actions:

- (a) suspend (or de-register) 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; and/or
- (k) pass your debt to an external collection agency.

7.8.2 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. For further information in relation to unpaid fees, students registered on programmes delivered at City St George's Clerkenwell or Moorgate should visit [here](#) and students registered on programmes delivered at City St George's Tooting should visit [here](#) and details of the debt collection process are [here](#).

## 8. Deferral

8.1 If agreed with City St George's, applicants and Offer-holders may defer their entry (deferral is typically permitted for one year). Where City St George's 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, not at the rate you initially intended to start the programme. If agreed with City St George's, any deposit you paid will also be deferred to another year.

8.2 If you interrupt your studies, you may be entitled to a refund (students registered on programmes delivered at City St George's Clerkenwell or Moorgate should visit the [Fees and Finance webpage](#); students registered on programmes delivered at City St George's

Tooting should visit the webpage outlining [Financial Implications of a Suspension or Interruption of Studies](#)).

8.3 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.

8.4 Students who interrupt their studies will not have to pay tuition fees for as long as they do not attend City St George's unless fees are still due from the period you were in attendance (students registered on programmes delivered at City St George's Clerkenwell or Moorgate should visit the [Fees and Finance webpage](#) and students registered on programmes delivered at City St George's Tooting should visit the webpage outlining [Financial Implications of a Suspension or Interruption of Studies](#)).

8.5 For more information on interruption of studies, and how fees are calculated for students registered on programmes delivered at City St George's Clerkenwell or Moorgate should visit the [Fees and Finance webpage](#) or contact your [Course Office](#). Students registered on programmes delivered at City St George's Tooting should visit the webpage outlining [Financial Implications of a Suspension or Interruption of Studies](#) or contact [studentfinance@sgul.ac.uk](mailto:studentfinance@sgul.ac.uk).

## **9. Your cancellation rights**

9.1 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 (the “**Cancellation Period**”).

9.2 In order to cancel the Contract in accordance with clause 9.1, you must notify City St George's in writing within the Cancellation Period.

9.3 You should exercise your right to cancel in writing. If you were joining a programme at City St George's Clerkenwell or Moorgate please complete this [form](#) and return it to the Admissions Department. If you were joining a programme at City St Georges Tooting please email [admissions@sgul.ac.uk](mailto:admissions@sgul.ac.uk)

9.4 To discuss your cancellation, please contact the Admissions Department.

9.5 If your programme is due to begin within 14 days from the date you accept the Offer of a place at City St George's (for example, if you have applied through clearing) then, by accepting your Offer, you are expressly agreeing that the programme should begin within the Cancellation Period. If you then decide to withdraw from your programme within the Cancellation Period you may be liable to pay a proportion of your tuition fees, as set out in clause 9.7.

9.6 If you have made any payment under the Contract prior to the date of cancellation of the Contract and cancel the Contract within the Cancellation Period, then City will

provide you with a full refund of any tuition fees and deposit (if applicable) as soon as reasonably possible but in any event within 14 days of City receiving notice of your cancellation. 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., Funds cannot be redirected to alternative accounts and must be returned to source.

9.7 You may withdraw from City St George's and terminate your registration and the Contract at any time. As a student you are required to notify City St George's, in writing, if you decide to withdraw from your programme. The amount charged by City St George's for your tuition will be determined based on the date you notify City St George's in writing of your decision (for more information students registered on programmes delivered at City St George's Clerkenwell or Moorgate should visit the [Fees and Finance webpage](#) and students registered on programmes delivered at City St George's Tooting should visit the webpage outlining [Financial Implications of a Suspension or Interruption of Studies](#)).

9.8 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. Any overpayments will be clawed back by the Student Loans Company.

## **10. Our Termination Rights**

10.1 Subject to City St George's complying with its Policies and Procedures, we reserve the right to terminate the Contract and withdraw your Offer or withdraw you from your programme with immediate effect if:

10.1.1 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;

10.1.2 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;

10.1.3 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;

10.1.4 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);

10.1.5 your attendance on your programme is deemed inadequate;

10.1.6 the Assessment Board determines that you have failed your programme (in accordance with [Senate Regulation 19: Assessment Regulations](#) for students registered on programmes delivered at City St George's Clerkenwell or Moorgate and in accordance with the [General Regulations](#) for students registered on programmes delivered at Tooting);

10.1.7 you are no longer able to demonstrate that you have a valid immigration status conferring permission to study, 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 St George's Student Visa Sponsor status at risk;

10.1.8 you do not pay your tuition fees within 30 days of us notifying you that your fees are outstanding;

10.1.9 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your programme to you;

10.1.10 you are found guilty of breach under [Senate Regulation 13: Student Disciplinary Regulation](#) (for students registered on programmes delivered at City St George's Clerkenwell or Moorgate) or breach the [Student Disciplinary Procedure](#) (for students registered on programmes delivered at City St George's Tooting) or policies and procedures;

10.1.11 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 (Train) Panel (further information can be found in the [Fitness to Practise \(Train\) Policy and Procedure \[PDF\]](#) (for students registered on programmes delivered at City St George's Clerkenwell or Moorgate) or [Procedure for Consideration of Fitness to Study or Practise](#) (for students registered on programmes delivered at City St George's Tooting));

10.1.12 a Support for Study University Review meeting finds that you are unable to continue your studies due to illness, including mental health issues (for students registered on programmes delivered at City St George's Clerkenwell or Moorgate) or you are unable to continue your studies due to illness, including mental health studies in accordance with the Fitness to Practice Policy (for students registered on programmes delivered at Tooting);

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

10.1.14 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.

10.2 If your Contract has been terminated, you will no longer be entitled to attend lectures, classes or seminars, use City St George's facilities or services, submit

assessments, take tests/examinations, or proceed to any degree, diploma or other award of City St George's. 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.

10.3 If City St George's terminates the Contract in accordance with this clause 10 (excluding 10.1.1 and 10.1.9) you may be charged pro rata tuition fees up to the date of termination. We will invoice you for any outstanding tuition fees, which will be payable within 14 days of the date of invoice. We will refund any tuition fees which you have overpaid (if, for example, you have paid your tuition fees in advance) within 14 days of the date of termination.

10.4 City St George's 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 St George'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.

10.5 To the extent that you are engaged in any of City St George'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](#).

## **11. Changes to the student charter and policies and procedures**

11.1 During your programme, we may update and replace our Student Charter, rules, regulations, and Policies and Procedures from time to time in order to ensure that City St George's 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 via your City St George's student email. Notifications will be made available via our websites as appropriate. Such changes will not affect the content of your programme (see clause 12 for provisions concerning changes to programmes).

11.2 Any changes made under this clause 11 will normally come into effect at the start of the next academic year. City St George's will take all reasonable steps to minimise disruption to students wherever reasonably possible. Any changes to the documentation referred to in clause 11.1 will be made available on our website and the Student Hub as appropriate.

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

12.1 Changes to programmes

12.1.1 Once you have accepted your Offer, whilst we will use all reasonable efforts to deliver your programme as set out in the Contract, 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 services as described in the prospectus or cancel a programme altogether. Examples of "changes" include changes to the content or structure of your programme, or to the location or method of teaching or assessment, or to the type of award. Examples of where changes may be made or required are (without limitation):-

(a) where changes are in students' overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of City St George's means that teaching locations change to a different site;

(b) where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how City St George's is required to operate because of changes to a professional body's requirements (e.g. for medical students where the General Medical Council issues new guidance), or changes to immigration rules or other laws/regulations;

(c) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;

(d) where City St George's decides for academic or operational reasons to revise the compulsory or optional modules that are available on your programme;

(e) due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the programme or services as described in the programme specification;

(f) where, in the case of doctoral programmes, there is 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 (such as issues in relation to sponsorship of intellectual property or access to intellectual property); and/or

(g) where, in the case of doctoral programmes:

(i) suitable research facilities (such as laboratories and other specialist facilities),

(ii) research expertise; and/or

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.

12.1.2 When you accept an Offer and register for a programme at City St George's, 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 this clause 12 and 14) that mean this delivery will no longer be possible.

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

12.1.4 If City St George's 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.

## 12.2 Withdrawal of a programme prior to your registration as a student

12.2.1 City St George's may, in some circumstances, be required to withdraw a programme, for example (without limitation): if there are insufficient registrations, suitable research facilities (such as laboratories and other specialist facilities) are no longer available, 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 14).

12.2.2 If you have received an Offer for a programme which City St George's discontinues prior to you registering, City St George's will notify you as soon as possible and will take reasonable efforts to provide a suitable replacement programme at City St George's for which you are qualified, where such a suitable programme exists.

12.2.3 If you do not wish to take up the replacement programme provided by City St George's or, if City St George's 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 9.1 has expired). Any tuition fees and deposits paid towards your programme will be refunded to you in full.

12.2.4 If you agree to transfer to such other programme as may be offered to you by City St George's (and for which you have the requisite qualifications), which has a higher tuition fee rate to the programme you accepted your Offer for, you will not be charged this higher tuition fee rate and instead you will only be liable to pay the tuition fee rate for the programme you initially accepted your Offer for.

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

12.3.1 If we have to change your programme, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any substantial changes to your programme (as against the commitments made in your Offer and/or programme specification and as reasonably determined by us) before you enrol at City St George's, we shall bring the changes to your attention as soon as possible and if you no longer wish to continue on the amended Course, you may either:-

- (a) terminate the Contract and/or withdraw your application for the Course without any liability to us for tuition fees and with City St George's issuing you with a full refund of any and all tuition fees and deposit you have paid; or
- (b) transfer to another Course (if any) as may be offered by us for which you are qualified. Where you transfer to another Course offered by us which has a higher tuition fee rate to the Course you accepted your Offer for, you will not be charged this higher tuition fee rate and instead you will only be liable to pay the tuition fee rate for the Course you initially accepted your Offer for.

12.4 Programme changes or withdrawal of a programme after your registration as a student

12.4.1 Where changes or Course closure is proposed or have to be made for the reasons outlined in clauses 12.1.1 and 12.2.1, City St George's will take all reasonable steps to minimise disruption to students.

12.4.2 In the case of minor changes as reasonably determined by us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep you informed appropriately, for example by email or via notifications on the intranet.

12.4.3 In the case of substantial changes as reasonably determined by us, before implementing any such change, we will consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".

12.4.4 If:

- (a) we make substantial changes to your Course (as against the commitments made in your Offer and/or programme specification and as reasonably determined by us) after you have enrolled and you are unhappy with the changes such that you no longer wish to continue study on your Course; or
- (b) we are forced to discontinue your Course for the reasons outlined in clause 12.2.1,



we may offer you a suitable alternative Course for which you are qualified (at no additional cost to you). If you are unhappy with the alternative Course we offer you or we are unable to offer you a suitable alternative Course, you may end your Contract by notifying us in accordance with clause 12.5. The effect of terminating your Contract is that you will not incur fees for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to this policy for students registered on programmes delivered at Clerkenwell or Moorgate, or this [policy](#) for students registered on programmes delivered at Tooting).

12.4.5 You should consider your options carefully before terminating your Contract in such circumstances. You may for example want to contact other institutions about whether You might be able to complete your Course with them. You may also want to consider other matters such as accommodation and travel costs.

## 12.5 Notification

12.5.1 If you would like to terminate your Contract or transfer to a replacement programme provided by City St George's in accordance with this clause 12 you should complete this [form](#) if you are registered at City St George's Clerkenwell or Moorgate or by emailing [admissions@sgul.ac.uk](mailto:admissions@sgul.ac.uk) if you are registered at City St George's Tooting and have not yet enrolled on your programme, or contact your course administrator if you have already enrolled.

12.6 Compensation Where you terminate your Contract pursuant to this clause 12 or clause 14, you may be entitled to compensation pursuant to our Student Protection Plan.

## 13. Liability

13.1 Subject to the remainder of this clause 13, City St George's (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 St George's (or its staff or representatives). City St George's will not be liable for any loss or damage which was not foreseeable when the Contract was formed. Losses are foreseeable if they are an obvious consequence of City St George's breach of the Contract.

13.2 City St George's takes all reasonable care to ensure the safety and security of its students whilst on City St George's campuses, however City St George's 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, 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.

13.3 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 St George's.

13.4 Nothing in these Terms and Conditions will limit City St George's liability to you for fraud or wilful default or for death or personal injury caused by City St George's negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

13.5 Where City St George'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 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 St George's is aware. You accept and acknowledge that providing City St George's has complied with the provisions of this clause, City St George's 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 St George's 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 St George's will take reasonable steps to facilitate access to resources within the legislative boundaries of the jurisdiction concerned.

#### **14. Liability for acts outside our control**

14.1 City St George's will do all that it reasonably can to provide your Course as described on our website and in the programme specification or other documents issued by City St George's to you. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your Course.

14.2 City St George's 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 St George's reasonable control ("**Force Majeure Event**"). Such events may include:

14.2.1 acts of God;

14.2.2 national emergencies, common commotion, war, act of terrorism (including actual, suspected or threatened act of terrorism), explosion, protests, riots;

14.2.3 epidemics, pandemics, quarantine, widespread illness and mandatory responses to Governmental advice (whether affecting our staff and/or students or otherwise);

14.2.4 breakdown of plant or machinery;

14.2.5 default by placement providers, suppliers or sub-contractors; or

14.2.6 natural disaster, weather disruption, fire, flood, or storm.

14.3 We would normally expect such Force Majeure Events to be short term and we will contact you to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course (as set out in City St George's [Student Protection Plan](#)) and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.

14.4 If a Force Majeure Event results in the complete inability to deliver your Course for a continued period of six weeks or more then you will be entitled to:

14.4.1 defer your Course, if you have not yet enrolled on to your Course;

14.4.2 interrupt your studies, if you are currently enrolled on your Course; or

14.4.3 terminate your Contract with immediate effect by contacting your school by email or in writing.

14.5 Should you terminate your Contract pursuant to clause 14.4, you will have no liability for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due. You may also be entitled to compensation pursuant to our Student Protection Plan.

14.6 You should consider your options carefully before terminating your Contract, for example whether you are able to transfer any existing academic credits to an alternative programme at City St George's or an alternative higher education institution and you may wish to contact your school or Student Support Hub to discuss this.

14.7 Subject at all times to clause 13.4, our liability to you under the Contract will under no circumstances be greater than the total tuition fees due payable by you to City St George's in respect of your programme.

## **15. Leaving City after your studies**

15.1 Following completion of your programme of study at City St George's because you have graduated or you have withdrawn from your studies or because of termination of your Contract by us, we will notify you that your Student IT Account will expire, including your login-name.

15.2 Your Student IT Account will be closed by us 40 days after you leave City St George's Clerkenwell or Moorgate. 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 St George'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.

15.3 Your Student IT Account will be closed by us 6 months after you leave City St George's Tooting. Once your Student IT Account is closed, all your data on your Student IT Account will be removed and you will no longer be able to access the student areas of City St George'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.

15.4 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 4.1. City St George's retains the right to terminate IT accounts and access to programme materials when Policies and Procedures are breached.

15.5 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 St George's 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 St George's will continue to store and process your personal data in accordance with clause 17.

## **16. Intellectual Property**

16.1 In this clause 16, "**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.

16.2 The intellectual property policy which applies to you depends on where your programme is delivered, as set out below.

### **Programmes delivered at City St George's Clerkenwell or Moorgate**

16.3 Any Intellectual Property Rights developed by you during your programme (whether taught or research) are governed by this [Intellectual Property Policy \[PDF\]](#).

16.4 When undergraduate and postgraduate students (whether research or taught) generate Intellectual Property Rights during their studies or research, 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 St George's should instead be the owner of that IP. For example, if a student generates Intellectual Property Rights and:

16.4.1 those Intellectual Property Rights are generated under contract terms with a third party that require the Intellectual Property Rights to be owned by City St George's or a third party (e.g. under a funded studentship); and/or

16.4.2 the Intellectual Property Rights are generated together with City St George's employees or they build on Intellectual Property Rights previously generated by City St George's employees,

the student will be required to assign their Intellectual Property Rights to City St George's, so that City St George's 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 St George's in the above circumstances as a condition of being accepted for admission to their degree programme

16.5 By registering on a programme, City St George's and any associated company may publish photography, video content and any other materials relating to your programme of study with City St George's in all territories for the purposes of publicity and promotion without restriction.

### **Programmes delivered at City St George's Tooting**

16.6 Any Intellectual Property Rights developed by you during your programme (whether taught or research) are governed by this [Intellectual Property Policy](#).

16.7 Where students generate intellectual property in the course of their study or research, they will own that intellectual property in their own right unless one of the following applies:

16.7.1 they generate intellectual property which is subject to external agreement; or

16.7.2 they generate intellectual property which builds upon existing intellectual property generated by staff or Associates; or

16.7.3 they generate intellectual property jointly with staff or Associates or under their direct instruction; or

16.7.4 they are, or have the status of, staff (in which case they are treated by St George's, University of London and the law as employees), provided that their inventive contribution was made during their time as a staff member.

16.8 In the above listed circumstances students will be required to assign intellectual property they have created to St George's, University of London and to comply with, and have the benefits of this policy on the same basis as staff. In the case where a Student may own a share of the intellectual property beforehand and the further development of that intellectual property is required to be assigned to City St George's, agreement will be made between the Student and the Head of Enterprise or their nominee on behalf of City St George's to the per cent. Generally, ownership will be retained by the Student and City St George's separately.

16.9 Students who wish to benefit by using the expertise of, or funding (whether internal or external) administered by the Joint Research and Enterprise Services to protect and commercialise their intellectual property, must agree in consideration for these services to assign such intellectual property City St George's and to comply with the policy on the same basis as staff.

## **17. Data protection**

17.1 We will process personal data, including images, in accordance with Regulation (EU) 2016/679 (UK General Data Protection Regulation) and the Data Protection Act 2018 (“**Data Protection Legislation**”). For more information on how City processes 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](#).

17.2 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, central and local government departments, law enforcement, the University of London and third party suppliers providing services to City St George’s, 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.

17.3 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.

17.4 When you leave City St George's, whether because you complete your programme of study or otherwise, your information will be retained by City St George's 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. More information is available via the [Philanthropy and Alumni and Supporter Relations Privacy Notice](#) for City St George's Clerkenwell and Moorgate and in the [Alumni Data Protection Statement](#) for City St George's Tooting.

## **18. Making a complaint**

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

18.2 If you are an Offer-holder or applicant to City St George's Tooting and we fail to provide the standard of service expected, applicants may submit a grievance. Depending on the topic and severity, the grievance may be resolved informally as a complaint, whilst others may be escalated into an appeal. You may do so using the Complaints and Appeals Procedure contained within City St George's [Admissions Policy](#).

18.3 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 St George's, or any aspect of our service, you may do so using the [Senate Regulation 26: Student Complaints Procedure](#) if you are at City St George's Clerkenwell and Moorgate or using the [Student Concerns and Complaints Procedure](#) if you are at City St George's Tooting.

18.4 If you are a current student and have followed City St George'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 \(OIA\)](#).

18.5 These procedures have been produced to help City St George's resolve any concerns you may have as promptly, fairly and amicably as possible.

## **19. General**

19.1 The terms of the Contract will only be enforceable by you and City St George's and no other person will have any rights to enforce any of its terms.

19.2 The Contract is personal to you and you may not transfer any of your rights or obligations under the Contract to another person.

19.3 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.

19.4 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.

19.5 The Contract is governed by and construed in accordance with English Law. The English Courts have exclusive jurisdiction to deal with any dispute arising out of or in connection with it.

## **20. Notices**

20.1 In the event that you need to contact City St George's, please send your communication in writing to the School for your chosen programme. If you are unsure which School or Institute 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). If you are registered on a programme delivered at City St George's Tooting, you can also contact the [Student Life Centre](#).

20.2 If City St George's 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 St George's holds for you is a current one.

20.3 For programmes delivered at City St George's Clerkenwell or Moorgate, 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 relevant [admissions office](#) for your chosen programme.

20.4 For programmes delivered at City St George's Tooting, undergraduate and postgraduate applicants and Offer-holders who wish to update their contact address should contact [Admissions@sgul.ac.uk](mailto:Admissions@sgul.ac.uk)



20.5 Current students who wish to update their contact address should do so via the [Student Hub](#) (for students registered on programmes delivered at City St George's Clerkenwell or Moorgate) or via the [portal](#) for students registered on programmes delivered at City St George's Tooting).