

Terms and Conditions upon Acceptance of an Offer

Definitions

"we/us/our/CITY College International Faculty/ CITY College/ CITY" means CITY College, the International Faculty of the University of Sheffield.

"you/your/student" means a prospective or registered student of the CITY College, the International Faculty of the University of Sheffield.

"Course" means your prospective or registered programme of study or research with us.

"Contract" means the agreement between you and us in relation to your attendance on a Course. These terms and conditions, the Offer and the documents, regulations and policies referred to in these terms and conditions and/or the Offer set out the terms that apply to the Contract.

"Offer" means the offer by us to you of a place on a Course subject to the terms and conditions set out below.

"Tuition Fee" means the fee that is payable for participation on a Course.

1. Introduction

- This Contract represents an agreement between you and us. By accepting the Offer, you 1.1 accept the terms of this Contract (including these terms and conditions). If you have any questions or concerns about these terms and conditions, you should contact us by email at: <u>admissions@citycollege.sheffield.eu</u> before accepting the Offer.
- 1.2 In addition to these terms and conditions, there are the CITY College International Faculty's Ordinances and Regulations at: https://citycollege.sheffield.eu/InternationalFacultyRegulations and the University's General

Regulations at: https://www.sheffield.ac.uk/calendar/index which apply to your attendance and academic performance, progression, graduation, discipline etc. at CITY College International Faculty and your Course. Please take the time to read these carefully as these documents together with these terms and conditions and the Offer, form the Contract between you and us.

CITY College International Faculty's admissions requirements can be found at:



Undergraduates: https://citycollege.sheffield.eu/files4users/files/Undergraduate-admission-

and-application-requirements.pdf

https://citycollege.sheffield.eu/files4users/files/Postgraduate-admission-Postgraduates:

and-application-requirements.pdf

https://citycollege.sheffield.eu/files4users/files/MBA-admission-and-Executive MBA:

application-requirements.pdf

1.3 Some Courses may require you to agree to the terms and conditions of professional bodies or third party providers. Details of these requirements are set out in the prospectus. By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies' terms and conditions.

2. **Offers**

- 2.1 The Offer we make to you will be subject to you satisfying the academic requirements for admission prescribed by the relevant Academic Department and any particular requirements prescribed by the Admissions Office (whether set out in our prospectus, the Offer or otherwise).
- 2.2 The Offer may also be conditional upon you passing an English language test. Further details about English language requirements can be found at the admissions requirements as provided in Section 1.2.
- The Offer may be conditional or unconditional. This will be set out in the Offer. If the Offer is 2.3 conditional, we will set out the conditions of the offer which you will need to fulfil in order to be admitted on to the Course.
- 2.4 Offers will be made through the Admissions Office in cooperation with the corresponded Academic Department and will be sent to you by email.

3. Meeting the conditions of an Offer

- 3.1 If you have been issued with an Offer which is conditional on achievement of a qualification or other requirement, you will need to fulfil the conditions to receive an unconditional offer.
- 3.2 If you have not fulfilled the conditions of the Offer, following your application, we reserve the right to withdraw the Offer or to defer your application to the next available entry (semester or year).

4. Changes to an Offer

We reserve the right to make changes to the Offer at any time before you accept it. 4.1



In the unlikely event of any change being made to the Offer, we will inform you immediately and issue an updated Offer.

- If we wish to make any changes to an Offer and/or your Course after you have accepted the 4.2 Offer (other than changes to a Course which are explained in section 5 below or changes due to circumstances beyond the reasonable control of CITY College International Faculty which are explained at paragraph 4.3 and 6.1 below), we will enter into a dialogue with you to explain the situation and agree any changes.
- 4.3 CITY College International Faculty reserves the right to vary the terms of an Offer due to circumstances beyond the reasonable control of CITY College International Faculty (for example changes arising from regulatory necessity). Where CITY College is forced to vary the terms of an Offer pursuant to this paragraph, CITY will inform all affected Offer-holders as soon as possible.
- If CITY College International Faculty changes your Offer, you are yet to register and you are 4.4 not satisfied with the changes, you will be offered the opportunity to decline your Offer.

5. **Changes to the Course**

- 5.1 CITY College will use all reasonable endeavours to deliver your Course in accordance with the description applied to it in its web site https://citycollege.sheffield.eu for the academic year in which you begin your Course.
- 5.2 CITY College International Faculty will be entitled to make reasonable changes to your Course (including to the content and syllabus of the Course where developments in the subject area make that necessary, or the location of the Course or the method of delivery of the Course) where that will enable the CITY College to deliver a better quality of educational experience to students enrolled on the Course.
- 5.3 CITY College International Faculty will aim to keep any such changes to the minimum necessary to achieve the required quality of experience and will notify and use reasonable endeavors to consult with affected students in advance about any changes that are required. If CITY College changes your Course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from your Course or transfer to such other Course (if any) as may be offered by CITY College for which you are qualified and for which places are available. If you choose to withdraw from your Course, you may be entitled to a refund of your Tuition fees in accordance with the Student Compensation and Refund Policy (https://citycollege.sheffield.eu/files4users/files/Student Compensation and Refund Policy .pdf) and CITY will provide you with reasonable support to assist you in transferring to another provider.

Disruption to or withdrawal of the Course 6.

6.1 CITY College will do all that it reasonably can, to provide educational services as described on its website or in the prospectus or other documents issued by it to appropriately registered



students. Sometimes circumstances beyond the reasonable control of the CITY College International Faculty mean that it cannot provide such educational services. Examples of such circumstances include (without limitation):

- industrial action or strikes by CITY College staff or third parties;
- b) the unanticipated departure of key members of staff;
- c) power failure;
- d) acts of terrorism;
- e) damage to buildings or equipment;
- the acts of any governmental or local authority (including, for example, changes made by such authority to immigration policy);
- where the numbers recruited to a Course are so low that it is not possible to deliver an appropriate quality of education for students registered on it;
- h) changes required by accrediting/regulatory bodies.
- 6.2 In these circumstances, CITY will take all reasonable steps to minimise the resultant disruption to those services and to affected students.
- 6.3 If CITY is forced to make changes due to circumstances beyond its reasonable control and if you are not satisfied with the steps taken by CITY College pursuant to paragraph 6.2 then you will be offered the opportunity to withdraw from your Course and, if required, reasonable support to transfer to another provider.
- If CITY withdraws your Course and you have already paid Tuition fees for that Course, you 6.4 will be entitled to a full refund of these Tuition fees.

7. **Accuracy of application information**

- 7.1 It is your responsibility to ensure that all of the information you provide to us is true and accurate.
- 7.2 We may withdraw or amend any Offer or cancel the Contract (thus terminating your registration at CITY College), without liability to you, if we discover that your application contains incorrect or fraudulent information or omits key information.

8. Conditions of admission and registration

8.1 Your admission to CITY College International Faculty and your right to study on your Course are subject to you complying with the terms of the Contract and our registration procedures and subject to you observing our rules and regulations.

These documents are available for you to review at:

https://citycollege.sheffield.eu/frontend/article.php?aid=3690&cid=427&t=Regulations-and-Policies. If you do not act in accordance with the terms of this Contract we may take disciplinary action against you and one of the possible outcomes of such an action is that your Contract with us may be terminated.



- 8.2 In order to secure a place on your Course, a deposit and/or a registration fee may be required and if this is the case this will be included in your Offer. If you do not pay the amount required in accordance with the payment terms advised in your Offer, your application will not be further processed. The registration fee will not be refunded in the event you withdraw your application for any reason, before or after the commencement of the course. Any deposit, excluding the registration fee, you pay will be offset against the balance of tuition fees owed to CITY College International Faculty.
- 8.3 When you apply for your Course, you will be provided the relevant tuition fees list for the course you have applied for. Any queries on the tuition fees should be sent to CITY College's Financial Office at: financial@citycollege.sheffield.eu.

 During your studies you are required to follow the payments plan agreed between you and us.
- 8.4 We require satisfactory evidence of your qualifications (including English language qualifications if required). Before admission, you will be required to provide a number of documentation regarding your prior studies, according to the admission requirements (e.g. High School Diploma, High School Year Certificates, University Degree, transcripts/certificates). These documents are required to be certified copies or authenticated with a clear and legible copy by the issuing organisation. In addition, all documentation submitted should be translated in English (if not in their original version).
- 8.5 Where admission to the Course is dependent on a personal interview with the Department, any Offer shall be regarded as provisional until the approval of the Head of Department has been obtained.
- 8.6 When you register on your Course you will be required to sign up to CITY College International Faculty's Student Registration Form (SRF). In this Form you will be asked to:
 - agree to accept and observe the Charter, Statutes and Regulations of the University of Sheffield and the Regulations and Policies of CITY College (designated an International Faculty of the University of Sheffield);
 - agree to statements regarding the protection of your data;
 - confirm that you have read and understood the Regulations and Policies information provided to you before your registration.

The current version of the Student Registration Form can be found at: https://citycollege.sheffield.eu/frontend/article.php?aid=3864&cid=435&t=Admission-Policies&chlang=GR EN

9. Fees

9.1 If you accept an Offer, you agree to pay all Tuition fees (and other related costs and expenses), as and when they fall due, in accordance with the payment terms agreed by you and us. If you fail to pay your Tuition fees, as and when they fall due, we reserve the right to withdraw you from your Course (without liability to you).



- 9.2 You acknowledge that (i) in exchange for your payment of registration and tuition fees we will provide the following services: admissions and registration; tuition and research supervision; assessment and examination; and support services, and (ii) additional fees may be payable for additional services as detailed in paragraphs 9.8 and 9.9 below.
- 9.3 The tuition fees you are obliged to pay are detailed in your Offer. However, where the costs of delivering your Course increase or there is a change in the amount CITY College International Faculty is legally entitled to charge you for your studies, the CITY College International Faculty reserves the right to make reasonable changes to your tuition fees to take account of this.
- 9.4 Students are responsible for the payment of their registration and Tuition fees. In the case of a sponsor's failure to pay a student's Tuition fee, or agreed part thereof, the student will be liable for any unpaid fees and CITY College reserves the right to exercise its rights under paragraph 9.1.
- 9.5 Except with the permission of the Principal, the award of any qualification will be withheld until the student has paid all Tuition fees due to CITY College.
- CITY College may pursue legal proceedings in relation to non-payment of tuition fees. 9.6
- 9.7 A refund of tuition fees may be made in the case of a student whom visa has been rejected by the relevant authorities, or according to the tuition fees list (if this is stated). Refunds are to be provided in accordance with the CITY College International Faculty's Refunds Policy: https://citycollege.sheffield.eu/Student Compensation and Refund Policy
- 9.8 In addition to your tuition fees, you may incur additional expenditure on items such as (but not limited to) books & reading material, registration fee, continuation fees and resubmission fees, for which you will have responsibility for payment.
- 9.9 The provision of a facility or service including accommodation, travel expenses etc may be subject to an additional charge (i.e. separate from Tuition fees). Where this is the case, we will make this clear in advance and payment for such service shall be made in accordance with any additional contract made between you and the University.

10. Immigration - International Students

- If you are resident outside the European Union, you will need to demonstrate, at the point of registration, that you have a valid immigration status to undertake your proposed programme of study (student visa and/or residence permit for studies). If you fail to demonstrate that you have a valid immigration status CITY College reserves the right to withdraw you from your Course (without liability to you).
- 10.2 All CITY College International Faculty's international students must comply with all required immigration legislation and related CITY College International Faculty's policies at all times during their study period at CITY College. Candidates and students may require assistance at the CITY College's Students Services Office, by emailing at:



studentservices@citycollege.sheffield.eu

Please visit https://citycollege.sheffield.eu/files4users/files/International-Students-Guide.pdf for further details.

- 10.3 If you choose to withdraw from your studies or if your registration is terminated by the CITY College International Faculty, this could affect the validity of your visa/residence permit and your ability to enter and/or remain in Greece.
- 10.4 If your visa/residence permit is revoked for any reason, CITY College may terminate your registration on your Course.
- 10.5 On occasion, CITY College International Faculty will need to contact the relevant authorities to clarify details on outstanding visa applications and previous immigration history. By accepting these terms and conditions of study, you consent to CITY College International Faculty contacting the relevant authorities on your behalf and the authorities releasing such information to CITY College.

11. Intellectual property

- 11.1 If you are a student undertaking an undergraduate or taught postgraduate programme of study you will own the intellectual property rights created by you during your Course, except in certain circumstances which are set out in detail within our Regulations relating to Intellectual Property (located at: https://citycollege.sheffield.eu/files4users/files/ifgenspec.pdf and https://www.sheffield.ac.uk/calendar/index)
- 11.2 If you are undertaking a higher degree by research you will be obliged to assign certain intellectual property rights generated by you through the Course to CITY College in accordance with the Regulations relating to Intellectual Property (located at: https://citycollege.sheffield.eu/files4users/files/ifgenspec.pdf and https://www.sheffield.ac.uk/calendar/index). This requirement to assign such intellectual property rights will not extend to the copyright in the thesis you submit for examination as part of your Course.

12. Data protection - General Data Protection Regulation

Within this section 12 the following definitions apply:

"Authorised purposes" means the purposes for which CITY College International Faculty may process your personal data set out in paragraphs 12.2 and 12.3.

"Data Protection Legislation" means the General Data Protection Regulation and the Data Protection Act 2018, as well as all other legislation enacted in Greece in respect of the protection of personal data.





CITY College International Faculty's policies and guidance relating to data protection are located at: https://citycollege.sheffield.eu/frontend/articles.php?cid=427&t=Regulations-and-Policies&chlang=GR EN

The CITY College International Faculty's Privacy Notice relating to prospective, current and former student data is located at:

https://citycollege.sheffield.eu/frontend/articles.php?cid=427&t=Regulations-and-Policies&chlang=GR EN

- 12.1 CITY College collects, holds and processes information about all applicants to the International Faculty and all students at CITY College, This will include personal data (which identifies you as an individual) and may include certain sensitive personal data (which includes information relating to an individual's racial or ethnic origin or health records) under the Data Protection Legislation.
- 12.2 CITY College processes the personal data provided by applicants and/or students (including information from application forms):
 - 12.2.1 to administer applications; and
 - 12.2.2 to compile statistics about applicants and/or students that may be published or passed to government bodies or relevant public authorities.
- 12.3 If your application is successful CITY College International Faculty will also process your personal data for the purpose of fulfilling its obligations and responsibilities to and relationship with you under the Contract, including the following:
 - 12.3.1 to deliver your Course and provide educational, teaching and research services to you;
 - 12.3.2 to facilitate, administer and record the details of your academic studies (including any placements with external organisations) and determine your examination achievements:
 - 12.3.3 to provide you with and manage your use of International facilities and services and participation at CITY College events;
 - 12.3.4 to monitor your performance and attendance;
 - 12.3.5 to provide you with support;
 - 12.3.6 to conduct research and to identify ways to enhance learning, teaching, assessment and the broader student experience;
 - 12.3.7 to enable effective communication with you;





- 12.3.8 to operate security, disciplinary, complaint and quality assurance processes and arrangements;
- 12.3.9 to administer the financial aspects of your relationship with CITY College International Faculty (including the processing of any payments made by you or your financial sponsor or your family member to CITY College International Faculty), and the relationship between you and any funders;
- 12.3.10 for credit scoring, credit assessment, debt tracing or fraud and money-laundering prevention, and the CITY College may disclose this information or data about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations;
- 12.3.11 for legal, personnel, administrative and management purposes including the processing of sensitive personal data relating to you, which may include, as appropriate, information about your physical or mental health or condition in order to provide access arrangements, to monitor welfare, leave from study, welfare or extenuating circumstances and to take decisions as to your fitness for study and/or for other uses as may be required by law; and
- 12.3.12 for the tasks carried out by CITY College International Faculty in the public interest and/or other activities that falls within the pursuit of the CITY College International Faculty's legitimate interests (including the development and maintenance of an Alumni Programme and Student/Alumni employability and careers services). Such activities may incorporate protection of vital interest, compliance with CITY College International Faculty's legal obligations and processing in the public interest.
- In certain circumstances CITY College International Faculty may be under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, and to protect CITY College International Faculty's rights, property, or safety of our employees, students or others. The third parties may include: your family, health professionals or the police; governmental agencies; sponsors and funding bodies; and professional bodies as permitted in accordance with the Data Protection Legislation.
- CITY College may also share your personal data: (i) with third parties that process data on CITY College International Faculty's behalf to support the Faculty in fulfilling its obligations and responsibilities to and relationship with you under the Contract; or (ii) where such sharing is necessary or reasonably required to achieve one or more of the Authorised Purposes. Such third parties include without limitation: service providers providing a service to CITY College under contract, for example email, online learning and payroll services; governmental agencies; organisations supporting outreach activities; student recruitment agents; sponsors and funding bodies; banks, money transfer providers and debt agencies; professional bodies; partner institutions and organisations; industry employers; graduate employers and recruitment agents; and CITY College International Faculty's legal representatives and insurers/brokers. Further details can be found in the Privacy Notice:



https://citycollege.sheffield.eu/frontend/articles.php?cid=427&t=Regulations-and-Policies&chlang=GR_EN

- 12.6 In certain circumstances, it may be necessary to transfer your personal data (including sensitive personal data) outside the European Economic Area. In respect of such transfers, CITY College shall comply with its obligations under the Data Protection Legislation including taking reasonable steps to ensure an adequate level of protection for all personal data (including sensitive personal data) transferred outside the European Economic Area.
- 12.7 CITY College will only process your personal data in accordance with the specific purposes notified to you above, or otherwise as permitted by the Data Protection Legislation.
- You must ensure that you are fully aware of and understand CITY College International Faculty's policies relating to data protection and data security, including the University's Data Protection Policies. You agree that you will comply with these policies and any other policy introduced by CITY College from time to time to comply with the Data Protection Legislation.
- You may be given further information about the processing of your personal data when you use specific services and facilities offered by CITY College International Faculty.
- 12.10 CITY College International Faculty needs to be able to confirm who has been a student, and needs to be able to do this for all previous years. When you leave the University, whether because you complete your Course or otherwise, certain limited information about you will be retained indefinitely for these purposes. Other personal data will be retained for six years after the completion of studies. Information about CITY College International Faculty's retention of data can be found in the Privacy Notice:

https://citycollege.sheffield.eu/frontend/articles.php?cid=427&t=Regulations-and-Policies&chlang=GR EN

13. Liability

- 13.1 We are not liable for:
 - 13.1.1 any harm to you, which we could not have expected when we entered into this Contract;
 - 13.1.2 any damage you suffer that is outside our reasonable control;
 - 13.1.3 indirect loss of opportunity, business, revenue, profit, or savings that you expected to make or any other consequential loss.
- Nothing in this Contract limits or excludes our liability for death or personal injury arising as a 13.2 result of our negligence or for fraud.
- 13.3 If for any reason we are found to be liable for any losses suffered by you in connection with this Contract, our liability will be limited to the amount of fees paid to us at the date the liability arises or the fees for one year of the Course, whichever is greater.



14. **Consumer Contracts Regulations**

In certain circumstances, our admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013-this will be the case where the Contract between you and us is made exclusively by means of distance communication (for example via email or the internet). Where this is the case, you may cancel the Contract by informing us in writing within 14 days of you accepting the Offer. Applicants may use the model cancellation form set out in the Appendix to these terms and conditions to cancel the Contract. If you cancel the Contract in this way, we will refund any deposit or fees paid by you to us in full as soon as reasonably possible but in any event within 14 days of us receiving your written notice of cancellation.

15. **Complaints Procedure**

- 15.1 If you have a complaint about CITY College International Faculty, you should follow the Student Complaints Procedure which can be found at: https://citycollege.sheffield.eu/Student-Complaints
- Registered students who have followed Complaints Procedure to completion but remain 15.2 dissatisfied have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

Interactions between the applicant and CITY College International Faculty 16.

- 16.1 CITY College International Faculty is committed to ensuring that any interaction with applicants is conducted in a professional, courteous and respectful manner and it expects that any communication from applicants is conducted in the same way.
- 16.2 CITY College International Faculty will not tolerate inappropriate behaviour or language towards its employees or members of the wider Faculty's community. Hostile, aggressive or otherwise inappropriate behaviour or language, whether expressed verbally or in writing, will be viewed seriously and may adversely affect the consideration of an application, appeal or complaint, or the student's ability to continue studying on their Course. CITY College will normally warn an applicant that their behaviour or language is inappropriate and that action is being considered, but where the behaviour or language is particularly inappropriate no warning need be given before action is taken. Such action may include a referral in line with CITY College International Faculty's discipline regulations, the withdrawal of an Offer or the rejection of an application, or the termination of a student's registration.
- 16.3 Conduct which constitutes a criminal offence will be referred to the relevant authorities.



17. General

- 17.1 CITY College is a private legal entity located in Thessaloniki, Greece, where it operates as College according to the local law. CITY College is the International Faculty of the University of Sheffield and all its students and graduates are students and graduates of the University of Sheffield.
- 17.2 In the event of any conflict between a provision in these terms and conditions and the documents forming part of the Contract (including any professional bodies' terms and conditions (if applicable), these terms and conditions shall take precedence.
- 17.3 The Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, arrangements and understandings between you and us whether written or oral, relating to its subject matter.
- 17.4 If any provision of the Contract is or becomes void, illegal, invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 17.5 No failure or delay by you or us to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 17.6 The terms of the Contract shall not be enforceable by any party who is not a party to it.
- 17.7 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Greece.
- 17.8 You and the CITY College Faculty irrevocably agree that the courts of Greece shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).



APPENDIX

MODEL CANCELATION FORM

To: Admissions Office CITY College, International Faculty of the University of Sheffield 24, Proxenou Koromila str., 546 22 Thessaloniki Greece

admissions@citycollege.sheffield.eu

I hereby give notice Course:	that I cance	I my contract	with the	University	for a	place	on ·	the	following
Accepted on (date): _									-
Name of student:					-				
Surname of student:								_	
Address of student: _									
Signature of student:									
Date:									