

## Terms and Conditions Relating to Your Offer

### 1. Definitions

**“we/us/our/ATHENS TECH College/ATH/TECH”** means ATHENS TECH College (see section 14.1 for details).

**“you/your/student”** means a prospective or registered student of ATHENS TECH College.

**“Course”** refers to an approved programme of study offered in academic collaboration with CITY College, University of York Europe Campus that normally leads to a qualification.

**“Contract”** means the agreement between you and us in relation to your offer of admission and registration on a course offered by us, as governed by these terms and conditions and the documents referred to herein.

**“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.

### 2. Introduction

2.1 These terms and conditions accompany, and should be read in conjunction with, your formal offer of admission and the admissions policy. This document contains important information concerning your contract with us, so please take the time to read and understand it before accepting your offer. If you accept your offer, we will assume that you have read and understood these terms and conditions and agree to abide by them. If you have any questions or concerns about these terms and conditions, you should contact us by email at: [admissions@athtech.gr](mailto:admissions@athtech.gr) before accepting your offer.

This document is also available on the ATHENS TECH College’s website at:

<https://www.athtech.gr/rules-regulations/>

2.2 Some courses may require you to agree to the terms and conditions of professional bodies or partner providers. Details of these requirements will be communicated to you with your formal offer. By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies’ or partner provider terms and conditions.

### 3. Accuracy of information you provide to us

3.1 By accepting the offer of a place at ATHENS TECH College you confirm that the information you have provided in support of your admission to and enrolment with ATHENS TECH College is accurate and complete to the best of your knowledge.

- 3.2 The provision of false and/or misleading statements, fraudulent or plagiarised information or omission of key information may render your admission and enrolment invalid and will entitle ATHENS TECH College to terminate its contract with you (thus terminating your registration at ATHENS TECH College). If such a decision is taken, you have the right to appeal it in accordance with ATHENS TECH College's complaints procedure.
- 3.3 We may also refuse to consider any future applications from you.

#### 4. University Regulations

- 4.1 The following documents provide a framework through which we and you work together to create a positive environment for learning and academic achievement.

ATHENS TECH College Ordinances and Regulations at:

<https://www.athtech.gr/rules-regulations/>

University of York's Ordinances, Regulations, Policies and Procedures at:

<https://www.york.ac.uk/about/organisation/governance/governance-documents/>

<https://www.york.ac.uk/about/departments/support-and-admin/sas/student-related-policies/>

- 4.2 By accepting the offer of a place at ATHENS TECH College, you agree to comply with the provision of the above which apply to you and your attendance and academic performance, progression, graduation, disciplinary matters, etc. at ATHENS TECH College and your course. Please take the time to read these carefully as these documents together with these terms and conditions, the Admissions Policy and your offer, form the Contract between you and us.
- 4.3 Key provisions of the Regulations of which you should be aware include:
- 4.3.1 The ATHENS TECH College's expectations as regards student attendance, academic due diligence and academic progress, as set out in the Regulations. Students are expected to attend such lectures, tutorials, examinations and other activities as form part of their course. Failure to meet these expectations may mean that you are not permitted to progress on your course.
- 4.3.2 The ATHENS TECH College's rules regarding academic misconduct, including plagiarism and the processes ATHENS TECH College utilises to detect plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion.

4.3.3 The ATHENS TECH College's expectations of student behaviour. We strive towards a community in which individuals accept their obligations and responsibilities to the whole to enable all to live, learn and research in a peaceful and supportive environment. Discipline is important in safeguarding the ATHENS TECH College's community as a whole and promoting well-being, equality and fairness. Breach of these rules could result in disciplinary procedures and the imposition of sanctions, including expulsion from ATHENS TECH College.

4.3.4 The ATHENS TECH College's rules governing fitness to practice, which apply to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a license to practice in a particular profession. A failure to observe these requirements may call into question a student's fitness to practice and result in a disciplinary process and the imposition of sanctions, including expulsion from ATHENS TECH College.

4.3.5 The ATHENS TECH College's policy on taking a break from your studies sets out how a student can apply to take a leave of absence from their studies and the considerations surrounding such a decision.

4.4 ATHENS TECH College reserves the right to add to, delete or make reasonable changes to the Regulations where in the opinion of ATHENS TECH College this will assist in the proper delivery of education.

Changes are usually made for one or more of the following reasons:

- to review and update the Regulations to ensure they are fit for purpose;
- to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangement or changes to government policy, requirements or guidance;
- to incorporate sector guidance or best practice;
- to incorporate feedback from students; and/or
- to aid clarity or consistency of approach.

Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where ATHENS TECH College reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. ATHENS TECH College will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.

The updated Regulations will be made available on the ATHENS TECH College's website and may be publicised by other means so that students are made aware of any changes.

## 5. Changes to courses and services and events outside of our control

- 5.1 ATHENS TECH College will do all that it reasonably can to provide the course, related educational and other services and facilities as described in the material information set out on its website or other documents issued by it to applicants and appropriately enrolled students.
- 5.2 ATHENS TECH College will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for the course in accordance with the description applied to it for the academic year in which you begin the course. However, ATHENS TECH College will be entitled to make reasonable changes to the course or to related educational and other services and facilities where that will enable ATHENS TECH College to deliver a better quality of educational experience to students enrolled on the course. Such changes may be to:
- the content and syllabus of courses;
  - the timetable, location and number of classes;
  - the structure and/or timing of the academic year;
  - the method of delivery of courses, services and facilities; and/or
  - the examination and assessment process.
- 5.3 ATHENS TECH College 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 ATHENS TECH 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 ATHENS TECH 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 and ATHENS TECH College will provide you with reasonable support to assist you in transferring to another provider.
- 5.4 Sometimes circumstances beyond the reasonable control of ATHENS TECH College which could not have been prevented even if ATHENS TECH College had taken reasonable care (“Events Outside of Our Control”) mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide the course, related educational and other services and facilities as described.

Examples of events outside of our control include (but are not limited to):

- the unanticipated and/or unavoidable absence or departure of key members of staff or specialist staff;
- industrial action or strikes by ATHENS TECH’s College staff or third parties;
- power failure;
- acts of terrorism;

- pandemics, epidemics and other threats to public health;
- fire;
- severe weather conditions;
- natural disasters;
- political or civil unrest;
- damage, interruption or lack of access to buildings, facilities or equipment;
- the acts or delays of any governmental or local authority (including, for example, changes made by such authority to immigration policy);
- legal or regulatory changes, including changes to government guidance;
- withdrawal by any government or local authority of any necessary licence;
- where the numbers recruited to a course are so low that it is not possible to deliver the appropriate quality of education for students registered on it; and / or
- changes required by accrediting/regulatory bodies.

5.5 Where events outside to our control occur, we will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those students who are affected, by, for example:

- offering the opportunity where reasonably possible to move to another course;
- deferring the start date for the course;
- delivering the course in a different way, from another location or online, or at another time;
- delivering a modified version of the same course;
- assisting you to transfer to complete the course at another institution; and / or
- delivering other services and facilities in a different way, from a different location or online.

5.6 If you are not satisfied with any such steps to mitigate the disruption caused outside of our control, you may terminate your contract with ATHENS TECH College and we will follow our Refunds and Compensation Policy. Alternatively, you may make a complaint under the ATHENS TECH College's complaints procedure.

5.7 Where events outside of our control occur and ATHENS TECH College is unable to take steps to minimise the resultant disruption to students then neither we nor you will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

## 6. Fees

6.1 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).

- 6.2 You acknowledge that (i) in exchange for your payment of registration and tuition fees we will provide the following services: admissions and enrolment; tuition and research supervision; assessment and examination; and support services, and (ii) additional fees may be payable for additional services.
- 6.3 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 ATHENS TECH College is legally entitled to charge you for your studies, the ATHENS TECH College reserves the right to make reasonable changes to your tuition fees to take account of this.
- 6.4 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 ATHENS TECH College reserves the right to exercise its rights as described above.
- 6.5 Except with the permission of the Academic Director, the award of any qualification will be withheld until the student has paid all tuition fees due to ATHENS TECH College.
- 6.6 ATHENS TECH College may pursue legal proceedings in relation to non-payment of tuition fees.
- 6.7 A refund of tuition fees may be made in the case of a student whose 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 ATHENS TECH College's Refunds Policy. <https://www.athtech.gr/rules-regulations/>
- 6.8 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 re-submission fees, for which you will have responsibility for payment.
- 6.9 The provision of a facility or service including accommodation, travel expenses etc may be subject to an additional charge (i.e. separate from your 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 us.

## **7. Data protection – General Data Protection Regulation**

- 7.1 ATHENS TECH College collects, holds and processes information about all applicants to ATHENS TECH College and all students at ATHENS TECH 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 General Data Protection Regulation (GDPR).
- 7.2 ATHENS TECH College's policies and guidance relating to GDPR are available at: <https://www.athtech.gr/rules-regulations/>



- 7.3 ATHENS TECH College's Privacy Notice relating to prospective, current and former student data is also available at: <https://www.athtech.gr/rules-regulations/>

## 8. Intellectual property

- 8.1 Intellectual property is as defined by the World Intellectual Property Organisation and includes the rights relating to literary, artistic and scientific works, performances or performing artists, phonograms and broadcasts; inventions in all fields of human endeavour; scientific discoveries; industrial designs; trademarks; service marks and commercial names and designations; and all other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields. Students are subject to ATHENS TECH College's regulations concerning the ownership, protection and exploitation of intellectual property created during their course and related activities whilst they are a student of ATHENS TECH College.

## 9. Criminal convictions

- 9.1 If you have any unspent criminal convictions relating to offences involving: violence; possession of firearms or other danger weapons; offences relating to terrorism; arson; hate crime; sexual offences; sexual or other forms of harassment; stalking; domestic abuse; coercive or controlling behaviour; and/or the illegal supply of drugs, you are required to declare these to ATHENS TECH College on acceptance of your offer and provide full details. Please note that for some courses related to regulated professions, spent criminal convictions must also be declared.
- 9.2 If you later receive a criminal conviction of the nature indicated above (whether before enrolment/admission or during your time at ATHENS TECH College), you should declare this to the Head of Academic Services, providing full details. Failure to do so may constitute a disciplinary offence and also give ATHENS TECH College the right to terminate the contract.
- 9.3 For safeguarding and duty of care reasons, together with the need to ensure that ATHENS TECH College's campus is a safe environment for all staff, students and visitors, ATHENS TECH College reserves rights that, upon disclosure of such convictions or these otherwise becoming known to it, to cancel/withdraw the offer, withhold admission and terminate any contract with you (where it reasonably deems that risks cannot be appropriately managed), or alternatively to designate restrictions upon you (as it reasonably sees fit it to assist with managing any risks) whilst you are at ATHENS TECH College – for example, stipulations as to campus places where you should not reside and/or visit, or regarding certain students – such as under 18s – with whom not to engage.
- 9.4 Any failure to disclose relevant convictions under the condition shall constitute a breach entitling ATHENS TECH College to terminate the contract and may also constitute a disciplinary offence.

9.5 Further guidance in relation to procedures can be found in the Admissions Policy at: <https://www.athtech.gr/rules-regulations/>

## 10. Disability and reasonable adjustments

10.1 ATHENS TECH College is committed to providing an inclusive and accessible environment. All offers are conditional upon ATHENS TECH College being able to implement the specific adjustments reasonably needed for you to complete your course. If you require support from us due to a disability or long-term health condition, we encourage you to notify us as early as possible in the recruitment process to enable ATHENS TECH College to engage with you and discuss your support needs more effectively.

10.2 Where you have a disability, or long-term health condition, information you have provided in connection with any additional needs will be processed by your Academic Department for the purpose of assessing what, if any, reasonable adjustments are required and for implementing those adjustments should you be made an offer of a place. Information concerning your disability or long-term health condition will only be disclosed to other relevant staff that would reasonably need to be in possession of such information for the purposes of implementing any or all the adjustments identified, should you accept the offer. You have the right to request that information about your disability or long-term health condition is not disclosed to such staff, but you should note that while all reasonable effort will be made to implement reasonable adjustments, the request for confidentiality may in some circumstances prevent those adjustments being made. Further information regarding Disability Support is available at our site. <https://www.athtech.gr/rules-regulations/>

## 11. Immigration – International Students

11.1 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, ATHENS TECH College reserves the right to withdraw you from your course (without liability to you).

11.2 All ATHENS TECH College international students must always comply with all required immigration legislation and related ATHENS TECH College policies during their study period at ATHENS TECH College. Candidates and students may request assistance at the ATHENS TECH College's Admission Office, by emailing: [admissions@athtech.gr](mailto:admissions@athtech.gr)

11.3 If you choose to withdraw from your studies or if your registration is terminated by ATHENS TECH College, this could affect the validity of your visa/residence permit and your ability to enter and/or remain in Greece.

11.4 If your visa/residence permit is revoked for any reason, ATHENS TECH College may terminate your registration on your course.



- 11.5 On occasion, ATHENS TECH College 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 ATHENS TECH College contacting the relevant authorities on your behalf and the authorities releasing such information to ATHENS TECH College.
- 11.6 ATHENS TECH College reserves the right to cancel/withdraw the offer, withhold admission and terminate any contract with you if you are found to have omitted significant information, made false statements and/or provided fraudulent information in relation to your immigration status in the EU. If such a decision is taken, you have the right to appeal against it in accordance with the University complaints procedure.

## 12. Liability

- 12.1 ATHENS TECH College is not liable for any harm to you, which we could not have expected when we entered into this Contract; any damage you suffer that is outside our reasonable control; indirect loss of opportunity, business, revenue, profit, or savings that you expected to make or any other consequential loss.
- 12.2 Nothing in this Contract limits or excludes our liability for death or personal injury arising as a result of our negligence or for fraud.
- 12.3 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.

## 13. Complaints Procedure

- 13.1 If you have a complaint relating to ATHENS TECH College you should follow the Student Complaints Procedure which is available at: <https://www.athtech.gr/rules-regulations/>
- 13.2 Registered students who have followed the Complaints Procedure to completion but remain dissatisfied have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

## 14. General

- 14.1 ATHENS TECH College is a private legal entity located in Athens, Greece, where it operates as a College according to the local law. The students of ATHENS TECH College are registered and enrolled as students of ATHENS TECH College and CITY College, University of York Europe Campus to read for a University of York degree leading to the award of the University of York.
- 14.2 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.

- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 The terms of the Contract shall not be enforceable by any party who is not a party to it.
- 14.7 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.
- 14.8 You and ATHENS TECH College 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).