



ECC

European City Campus

EUROPEAN CITY CAMPUS (PVT) LTD

TERMS AND CONDITIONS & PRIVACY POLICY

Terms and Conditions

1. Introduction

1.1 These Terms and Conditions represent an agreement between European City Campus and Students who are enrolled on any of our programmes.

1.2 European City Campus's rules, regulations, policies and procedures and the description of our programmes are applicable at the time of your application form and contract between you and us in relation to your studies at European City Campus.

1.3 If you have any questions or concerns about these terms and conditions, current and prospective students should contact the European City Campus's Admission Department.

2. Provision of information

2.1 The most up-to-date information about our programmes is published on European City Campus's website and for more details, students can contact the Admission Department. We cannot guarantee the accuracy of the information that is published on third-party websites.

3. Applications, Offers and Qualifications

3.1 Students should provide valid and precise information to the Admission Department of European City Campus

3.2 If we found that the application form contains incorrect information, Students should re-submit the application form to the Admission Department. If we found any fraudulent or inappropriate information, European City Campus may withdraw or amend the Student's enrolment of the chosen programme, or where the student has already registered can get terminated from their registration from European City Campus.

3.3 Admission Department of European City Campus will ask Students to provide satisfactory evidence of their qualifications (including English language qualifications) in relation to any programmes. Failure to provide such evidence to the Admission Department of European City Campus satisfaction may result in the rejection of the Student's enrolment.

4. Conditions of admission

4.1 European City Campus's Students have the right to enjoy any of the privileges of membership which include access to its services and facilities, are subject to Students complying with our Terms and Conditions.

4.2 Student progression on the programme where their final award will be reviewed and are dependent upon their academic performance.

5. Tuition fees

General

5.1 Students must pay their tuition fees in full (or produce satisfactory evidence that their tuition fees will be paid by a sponsoring authority upon receipt of European City Campus's invoice) at the start of their programme, unless:

- European City Campus has agreed that Students may pay by instalment under the given instalment scheme, in which case payment is due in accordance with the agreed instalment plan; or
- Students can follow a flexible instalment plan where the instalment scheme will be modified according to Student's request (this option is available for specific programmes only).

Fee status and changes to tuition fees

5.2 The level of our tuition fees is dependent on the Student's tuition fee status. The status is determined in accordance with their nationality and the country where they normally live. In deciding upon increases in tuition fees, European City Campus will take into consideration such factors as inflation, market competition, and other external factors outwith European City Campus's control.

Payment of tuition fees

5.3 Students are responsible for paying their tuition fees if a sponsoring authority fails to do so.

5.4 If Students are self-funding all or part of their tuition fees, a number of payment methods are available to them.

5.5 If Students have concerns about the payment of tuition fees, they should raise this with the Finance Department of European City Campus as soon as possible to make them aware of the situation.

6. What happens if Students fail to pay tuition fees

6.1 If Students have not paid their tuition fees in full (or provided satisfactory evidence that their tuition fees will be paid by a sponsoring authority), European City Campus may refuse to permit them to continue on their programme of study and terminate them, with or without serving written notice to them and without incurring any liability to them.

6.2 If Students fail to make or arrange payment of tuition fees, European City Campus may:

- Charge penalty fees, if Students have three months of arrears.
- Exclude Students from their programme, if their arrears and penalty charges are not settled in the given time period.

7. Cancellation and withdrawal rights

7.1 Students are hereby informed that once they have made their course fees payment, there will be no provision for refunding the fees, regardless of whether they have attended any lectures or not. This policy supersedes any previous policies regarding cancellations and withdrawals.

7.2 Students are advised to carefully consider their decision to enroll in a chosen programme, as once the fees are paid, they will not be eligible for any refund.

7.3 European City Campus will not entertain any requests for cancellation of admission or refund of course fees. Students are therefore encouraged to make a fully informed decision before proceeding with the payment of their course fees.

8. Changes to the Student Admission

8.1 European City Campus will make all reasonable efforts to deliver programmes, courses, services and facilities in accordance with the descriptions published on the European City Campus's Programme Contents and associated with our regulations, policies and procedures. However, on occasion, it may be necessary to make changes, including discontinuing the course or programme, either prior to or following admission. Where necessary, we reserve the right to:

8.1.1 Vary the contents of programmes, including the range of courses (modules) offered;

8.1.2 Vary the delivery method of programmes, including term dates, the timetable, location, number of classes and methods and timings of assessments;

8.1.3 Make changes to the members of academic staff delivering courses and/or providing supervision; and

8.1.4 Vary, replace or withdraw placements, field trips and other course activities.

8.2 We also reserve the right to make changes to how we provide and deliver our facilities and services.

8.3 In exceptional circumstances, we may need to discontinue, merge or combine courses or programmes.

8.4 There are a number of reasons why changes to programmes and/or our services and facilities may be necessary. These include:

8.4.1 To improve the content or delivery of programmes, courses, services or facilities as part of the European City Campus's policy of continuous improvement (including in response to student feedback);

8.4.2 To respond to developments in academic knowledge or research;

8.4.3 Where such action is necessary to appropriately manage the European City Campus's resources;

8.4.4 To comply with the instructions of the European City Campus's regulators or a professional body;

Significant programme changes

8.5 If European City Campus:

- Discontinues or does not provide Student's programme of study; or
- Significantly changes the content of the Student's programme, method of delivery or method of assessment of their programme such that the overall learning aims and outcomes of their programme are fundamentally different; or
- Significantly changes the location at which the Student's programme is taught, and reasonably believes that any such change may adversely affect them.

European City Campus will:

- Notify the Students at the earliest possible opportunity; and
- If Students request us to do so, provide them with reasonable assistance to find a suitable replacement programme of study at European City Campus. If we are unable to offer them a suitable replacement programme, we shall make reasonable efforts to refer Students to a comparable higher education institution offering a suitable replacement programme.

9. Educational provision

9.1 European City Campus shall use reasonable endeavours to:

- Deliver Student's programme with reasonable care and skill and as far as possible, in accordance with the description in the relevant prospectus; and
- Clearly explain the academic requirements of the Student's programme to them.

9.2 Students must use all efforts to fulfil all the academic requirements of their programme, including submission of course work and other assignments and attendance at examinations and other required events, on time and in accordance with our relevant policies, rules and regulations.

10. Complaints procedure

10.1 If Students have a complaint about European City Campus, they should contact the Student Complaint Department of European City Campus. Student Complaint Department will resolve any complaints as promptly, fairly and amicably as possible.

11. Liability

11.1 European City Campus takes reasonable care to ensure the safety and security of Students on campus and/or using our services, we cannot accept responsibility, and expressly excludes liability, for loss or damage to Students' personal property (including computer equipment and software). Students are advised to insure their property against theft and other risks.

11.2 European City Campus shall not be held responsible for any injury to Students (financial or otherwise), or for any damage to their property, caused by another Student, or by any person who is not an employee or authorised representative of European City Campus.

11.3 European City Campus is not responsible for services provided by Student Associations and Clubs. These organisations are independent of European City Campus and we are not responsible for the acts or omissions of those organisations.

11.4 European City Campus will not be liable to Students for any failure to carry out or delay in carrying out, any of our obligations under the Student Admission where that delay or failure is caused by events beyond

European City Campus's reasonable control including acts of war, terrorism, cyber-attacks, industrial disputes (including disputes involving the European City Campus's employees), fire, adverse weather, pandemics, epidemics or disruption resulting from pandemics or epidemics, and national emergencies. In such circumstances, European City Campus will take reasonable and proportionate steps to minimise any adverse impact on Students.

11.5 European City Campus's liability to Students under the Student Admission or otherwise in connection with their experience as a Student at European City Campus (whether arising in Student Admission, delict or any other way) shall not exceed the total amount of the tuition fees paid or payable by Students, or on their behalf by a sponsoring authority, to European City Campus in relation to their programme.

11.6 European City Campus does not exclude or limit in any way its liability to Students where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors, or for fraud or fraudulent misrepresentation.

12. Termination

12.1 European City Campus reserves the right to exclude Students from this Institute (European City Campus) if Students willfully and persistently neglect their academic work to such an extent that there is no reasonable possibility of them being able to proceed to the next stage of their programme.

12.2 European City Campus also reserves the right to exclude Students from this Institute (European City Campus) for disciplinary offences, for non-matriculation, for non-payment of tuition fees, or for inadequate attendance or performance on their programme, in line with the relevant European City Campus policies and procedures.

12.3 Student's Admission will terminate automatically if they cancel or withdraw from their programme.

13. Data protection

13.1 European City Campus holds information about all applicants and all Students at European City Campus, and uses this in accordance with our privacy statements:

- Privacy statement for applicants
- Student privacy notice

13.2 European City Campus uses the information from Student's application:

13.2.1 To process Student's application, to collect feedback and send information about European City Campus and its events, such as open days; and

13.2.2 If Student's application is successful, European City Campus will also use the information it holds about Students to deliver their programme, to provide educational and support services to them, to monitor their performance and attendance, to collect feedback and for management activities such as strategic planning, statistical analysis, equal opportunities monitoring and maintaining our IT systems.

13.3 European City Campus may disclose Student's information to third parties as set out in the privacy notices. We will inform Students regarding the use or disclosure of Student's information for any other purposes.

13.4 Students should refer to the European City Campus's Data Protection Policy for more information.

14. General

14.1 The Terms and Conditions shall only be enforceable by Students and European City Campus.

14.2 Student Admission constitutes the entire agreement between Students and European City Campus in relation to its subject matter.

14.3 No failure or delay by European City Campus or Students to exercise any right or remedy provided under the Student Admission or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.

14.4 If any provision or part-provision of the Student Admission is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Student Admission.

Privacy Policy

Information for applicants about how European City Campus use Student's personal data and with whom we share it, and also Student's personal details can be used to provide them with information, products or services as well.

How European City Campus use Student's information

European City Campus use Student's information to:

- Enable European City Campus to supply Students with the goods, services and information they have requested.
- Ensure that content from the website is presented in the most effective manner for Students and for their device
- In order to administer, support, improve and develop European City Campus website, we do analyse some information we collect during Students visits to European City Campus website.
- Maintain the Admission of European City Campus have with Students, such as a course application form or any other service Students wish to access.
- Notify Students about changes to European City Campus service.

Where does European City Campus get Student's personal data from?

We obtain personal data about you from the following sources:

- From Student's applications, and from any additional information they provide as part of a pre-application or post-application enquiry, to supplement or clarify their application, or as part of a feedback request, appeal or complaint.
- From third party sources (for example, other institutions involved in collaborative programmes). When we obtain personal data about Students from third party sources, we will aim to ensure that the third party has lawful authority to provide us with Student's personal data.

Purposes for processing

The information Student provides will be used by European City Campus to give them accurate pre-application advice, for the assessment of their application, to invite them to take part in on-campus or online events, and for the consideration of appeals and complaints.

Why European City Campus process Student's personal data

There are various legal bases for why we use Student's information.

Here is a brief explanation of each of the legal bases:

1. Consent

On specific occasions, European City Campus will only process certain data if Students consent. For example, on their application form, they only need to provide certain “special categories” of data if they agree to that.

2. Necessary for entering into a Student Admission

On many occasions, European City Campus will process Student's data to enable it to meet its commitments to them, for example assessing their application for an offer of a place.

3. Necessary for the performance of a task carried in the public interest

European City Campus is an educational establishment and in particular, its educational activity is conducted in the public interest (including Student's interests and the interest of others).

4. Necessary for the purposes of the legitimate interest of European City Campus or a third-party subject to overridden interests of the data subject

European City Campus (and sometimes third parties) has a broad legitimate interest in activities that connect to the activities and education of Students. Subject to those interests not being overridden by the interests of fundamental rights and freedoms of Students, it will pursue those interests. A good example of this legitimate interest would be conducting surveys to better understand people’s reasons for declining an offer of a place.

Special category data is personal data that is more sensitive, and so needs more protection. This data would include anything that reveals the racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s gender life. To process these types of data additional legal bases are required:

- Processing “special categories” of data where Students have given consent that European City Campus will process certain sensitive information about them with their consent, for example, to contact Students in relation to any adjustments they may require as a result of a disability, or combat fraud.
- Processing “special categories” of data where necessary for reasons of substantial public interest.

Sharing the Student's information

Police forces within Sri Lanka can request information about an applicant’s contact details, programme and start date that European City Campus may share under the PDPA. Any requests from outside Sri Lanka will be reviewed by the Head of Student Administration Services.

Information provided by applicants about their qualifications may be shared with awarding bodies, previous academic institutions or national or international verification services to verify qualifications and grades.

Information about applicants for professional degrees who have accepted an offer from European City Campus may be shared with relevant professional registration bodies.

Information about successful applicants for degrees awarded jointly by European City Campus with partner organisations, and where European City Campus is processing the applications, is shared with the partner organisation.

Surveys

Students' information may be used to allow European City Campus to carry out surveys. These include the decliners' survey which is sent to applicants who have declined an offer of a place at European City Campus or surveys of applicants who have participated in offer holder events, and help European City Campus to improve the services and the applicant experience.

Cookies

European City Campus use cookies and other technologies to improve our service, enable the use of third-party services and serve interest-based advertising on third-party websites.

When Students leave European City Campus website or click on links that lead to external websites, we are unable to control what cookies are set in any way. Students will need to set their cookie preferences for those sites as well.

Automated processing and profiling

European City Campus does not use profiling or automated decision-making processes.

Storage of Student's information

Student's information is securely transmitted via European City Campus website. Once we have received Student's information, we will also use strict procedures and security features to prevent unauthorised access.

How long European City Campus keeps Student's data depends on the purpose for which the information was supplied. Students will be informed of how long the data will be kept during the process of giving their personal details.

Passwords

Where European City Campus has given Students (or where Students have chosen) a password to access certain parts of the website or Student Account, Students are responsible for keeping this password safe and confidential and they must not share a password with anyone.

Online/Bank Transfer transactions

All payment transactions will be encrypted where European City Campus receives the payments from our Students.

Disclosure of Student's information

European City Campus will not share, sell or distribute any of the information Students provide to us without their consent, except where disclosure is:

- Necessary to enforce European City Campus rights, including under European City Campus's Terms and Conditions.
- Required or permitted by law

Management information, research, and learning analytics

European City Campus may analyse data on applications, offers and acceptances in order to:

1. Understand the relationship between Pre-University qualifications and student achievement
2. Assess under-representation in different groups of students
3. Assess the impact of:
 - Contextual admissions
 - Admissions policies
 - Changes in education and exam systems
 - Government initiatives
 - Student recruitment activities

While European City Campus will where possible use anonymised data for these purposes, in some cases European City Campus will use personal data where there is a legitimate interest in doing so. Where European City Campus uses personal data for these purposes and will ensure that any published information is anonymised.