

Terms and Conditions 2020-21 for Languages, Arts and Culture Courses

Language Centre, University of the Arts London

1. Introduction and interpretation

1.1 These Terms and Conditions ("**Terms**") apply to all Languages, Art and Culture courses provided by University of the Arts London ("**we**" or "**UAL**") at its Language Centre. These Terms and Conditions do not apply to the provision of the English Language Programmes also offered by the Language Centre, University of the Arts London.

1.2 Languages, Art and Culture courses are open to UAL students, UAL staff and UAL alumni who have opted-in to continuing IT access in order to join and access the courses.

1.3 In these Terms, the following expressions have the following meanings:

"**Booking Form**" is the online form supplied by us on which you request us to provide you with a place on the Course;

"**Confirmation**" has the meaning given in paragraph 3.1;

"**Contract**" has the meaning given in paragraph 3.1;

"**Course**" means the course or courses or Programme set out in the Booking Form or such alternative course that you and we subsequently agree that you will undertake;

"**Data Protection Laws**" means the European Union Data Protection Directive 95/46/EC, any national laws or regulations implementing that Directive, the General Data Protection Regulation EU 2016/679 ("**GDPR**") (when applicable) and any national laws or regulations constituting a replacement or successor regime to GDPR;

"**Event Outside Our Control**" means an event or circumstances beyond our reasonable control including extreme adverse weather conditions, epidemic or pandemic disease, power failure, loss of internet or poor connectivity, urgent or necessary maintenance that may arise from time to time, technical problems, strikes, and acts of God;

"**Fees**" means the tuition fees and administration fees payable by you in relation to the Course;

"**Personal Data**" means any information relating to an identified or identifiable person ("**data subject**"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"**Privacy Policy**" means our policy on the collection and use of your personal data in force from time to time and that is available to view together at www.arts.ac.uk/privacy-information and <https://www.arts.ac.uk/study-at-ual/language-centre/languages-arts-and-culture-modern-languages-privacy-notice>;

"**Programme**" means, if applicable, the programme of combined Courses set out in the Booking Form;

"**Printed Marketing Materials**" means any printed marketing materials which we publish in relation to the Course;

“**Regulations**” has the meaning given in paragraph 3.2(b);

“**Sensitive Personal Data**” means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation;

“**Services**” means the teaching services and related teaching materials that we will provide in relation to the Course;

“**VLE**” means the online virtual learning environment that we use to deliver part of our Course(s) from time to time; and

“**Website**” means our website at www.arts.ac.uk.

2. About us and how to contact us

We are University of the Arts London, a higher education corporation and exempt charity for the purposes of the Charity Act 1993. Our main place of business is at 272 High Holborn, London, WC1V 7EY. You can contact us at this address or contact us via link on the Language Centre section of the Website.

3. Reservation and confirmation

3.1 When you complete and submit your Booking Form you are making a purchase from UAL of the Course referred to in the Booking Form in accordance with these Terms. Your reservation is accepted at point of payment (“**Confirmation**”), at which point and on which date a contract will come into existence between UAL and you for the supply by UAL to you of the Services (and any related services and/or goods referred to in the Booking Form) (the “**Contract**”).

3.2 The terms of the Contract are set out in:

- (a) these Terms; and
- (b) the UAL student rules and regulations as applicable to you and excluding the UAL Fees Policy, available online at <http://www.arts.ac.uk/study-at-ual/academic-regulations/student-regulations/> and as amended from time to time (the “Regulations”).

3.3 The Terms and the Regulations constitute the entire agreement between us and you. You acknowledge that you have not relied on any statement, promise or representation made by us or on our behalf which is not set out in these Terms or the Printed Marketing Materials or the Website.

3.4 The Contract will commence on the date of the Confirmation and continue until completion of the Course, unless it is cancelled earlier in accordance with these Terms.

4. Our Services

4.1 We will use reasonable endeavours to ensure that the Services meet the description set out in on the Website in all material respects.

4.2 We will use reasonable endeavours to comply with the timetable for the delivery of the Services which is specified on the Website or otherwise agreed between us. However, you agree that dates, modes and locations for delivery of the Services may be subject to changes from time to time.

4.3 We may make any changes to our Services and/or any Course or take any steps:

- (a) which are necessary due to an Event Outside Our Control;

- (b) to comply with any applicable law, regulation, safety requirement, recommended government rules and/or guidance relating to any disease or public health matter or in response to regulatory changes;
- (c) in order to improve the quality of educational services, (for example, in order to meet the latest requirements of a commissioning or accrediting body, in order to bring the Contract in line with best practice activities across the Higher Education sector, in response to student feedback, and/or due to a lack of student demand for certain modules) provided such changes do not materially affect the nature or quality or the outcomes of your Course; or
- (d) which do not materially affect the nature or quality of the Services and/or the Course.

We shall notify you in any such event.

4.4 We will provide the Services with reasonable care and skill.

4.5 All intellectual property rights (of whatever nature) in, or arising out of or in connection with, the Services (including any training or other materials) shall be owned by us.

5. Your Obligations

5.1 You agree to:

- (a) comply with the Regulations;
 - (b) maintain an immigration status that entitles you to undertake the Course or Programme;
 - (c) attend classes regularly and on time;
 - (d) provide the equipment and materials that we advise you on our Website that you will need in connection with the Course;
 - (e) obtain and maintain any visa you require to undertake the Course;
 - (f) participate on your Course in accordance with UAL policies and procedures, as further described in the Language Centre section of the Website, www.arts.ac.uk/learn-a-language.
- 5.2 If you are a UAL alumni, you agree to opt-in to continuing your UAL IT access in order that you may join and access the Course.

6. Your Legal Cancellation Rights

6.1 You have a legal right under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 to cancel the Contract within 14 days (the "**Cancellation Period**") without giving any reason. The Cancellation Period will expire 14 days from the date of Confirmation. To cancel you must inform us by a clear statement by writing to us at Language Centre, 272 High Holborn, London WC1V7EY or emailing us at **LAC@arts.ac.uk**.

6.2 We will not start providing the Services to you during the Cancellation Period unless you expressly request us to do so.

6.3 If you cancel in accordance with paragraph 6.1, we will refund the Fees you have paid within 14 days of the date on which you inform us that you wish to cancel. However, if you have expressly requested that we start providing the Services within the Cancellation Period then we will be entitled to charge you a reasonable

sum for the Services based on the proportion of the Course you have undertaken and the overall cost of the Course and we can deduct this sum from any refund payable to you.

- 6.4 The other paragraphs of these Terms set out your other rights to cancel the Contract or postpone the Course which are in addition to and do not affect your rights under this paragraph.

7. Your other Cancellation rights

- 7.1 You may cancel the Contract by telling us in writing before the first day of the Course.
- 7.2 If you tell us about your cancellation after expiry of the Cancellation Period referred to in paragraph 6.1 but not less than 28 days before the first day of the Course we will refund to you the Fees for the cancelled Course, but we shall be entitled to retain from those Fees an administration fee of £60.
- 7.3 If you tell us about your cancellation fewer than 28 days before the first day of the Course and the reasons for cancellation are other than those provided in paragraph 7.4 below, or if you do not arrive to take the Course, you will not receive any refund of the Fees unless we are able to fill your place on the Course, in which case we will refund to you the amount you have paid, less an administration fee of £60.
- 7.4 Subject to the provisions of paragraph 6.3, if you cancel your place after you have started the Course, you will not be entitled to a refund of the Fees.
- 7.5 You may cancel the Contract if we break the Contract in a material way and do not correct the situation within 14 days of you asking us in writing to do so, in which case we will refund any Fees that you have paid.

8. Postponement

- 8.1 You may postpone starting the Course by telling us in writing not later than the date which is 28 days before the Course starts.
- 8.2 If you tell us at least 28 days before the first day of the Course that you wish to postpone we will give you a credit for all Fees to join the next available Course. That credit will remain valid for 12 months from the date on which we confirm it to you and can be used to re-book the Course during that period, after which it will expire and no further refunds or credit will be due to you.
- 8.3 You may not postpone starting the Course later than the date which is 28 days before the Course starts.
- 8.4 Once you have started a Course or Programme you cannot postpone any part of your Course and will not receive any refund if you do not attend.

9. Our cancellation rights

- 9.1 We may cancel a Course no later than 7 days before a Course starts if there is low demand for that Course in which case you can either:
- (a) transfer onto an available alternative course (and pay any applicable additional fees or receive a partial refund if the fees for the alternative course are less than the Fees you have paid);
 - (b) or cancel the Contract and receive a full refund of the Fees.
- 9.2 We may cancel the Contract if an Event Outside Our Control prevents us providing the Services when we are supposed to for 4 weeks or more or if we lose our right

for the purposes of relevant legislation to provide the Services, in which case we will refund any Fees you have paid.

- 9.3 We may cancel the Contract or suspend you from the Course if:
- (a) your attendance falls below 80% at any time during the Course (other than for reasons outside your reasonable control);
 - (b) you do not pay the Fees when you are supposed to;
 - (c) your actions are in breach of the UAL rules and regulations for students, including the Disciplinary Code for Students;
 - (d) it comes to our attention that you do not have an immigration status entitling you to undertake the Course; or
 - (e) you break the Contract in a material way and, where the situation is capable of being corrected, you do not correct it within 14 days of us asking you in writing to do so.

10. Fees and payment

- 10.1 The Fees payable are set out on the Website and must be paid by you upon application to the Course.
- 10.2 If your participation in the Course requires you to purchase any additional goods or services from us (for instance in relation to excursions), then the costs of these additional goods or services will be set out in the Printed Marketing Materials or the Website.
- 10.3 All Fees are payable in full by credit or debit card in pounds sterling online at the time you make your booking for the Course. For the avoidance of doubt, in the event that UAL is not able to accept your booking for any reason and as a result we do not provide you with a Confirmation in accordance with paragraph 3.1, we will reimburse you the Fees you have paid in accordance with this paragraph 10.3 without undue delay.
- 10.4 If you do not pay the Fees to us in accordance with the Contract you will not be entitled to start the Course.
- 10.5 If you miss teaching time because of absence, illness, because you are late starting the Course or because a public holiday falls on a teaching day, you will not be entitled to any reduction in the Fees.

11. Our Liability to You

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS PARAGRAPH

- 11.1 If we fail to comply with the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
- 11.2 We do not exclude or limit in any way our liability for:
- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other liability that cannot be excluded by law.

11.3 Except as set out in paragraph 11.2 above, in no event shall our liability to you arising out of or in connection with any Contract (whether caused by our negligence or our breach of the Contract) exceed the total amount of the fees which you have paid to us under that Contract.

11.4 This paragraph 11 shall survive termination of the Contract.

12. Online Delivery

12.1 Your Course may be delivered online using the VLE ("**Online Course**"). We will provide you with information on how to access the VLE prior to the commencement of the Course. You acknowledge that you may only use the content on the VLE for your own personal learning and you are not permitted to adapt or use it for any other purpose other than for your own learning of the Course.

12.2 Access to an Online Course will remain in place for a maximum of 1 month after the Online Course comes to an end at which point you will no longer have access to it or the VLE.

12.3 The Online Course content has been created by tutors who are predominantly based in the United Kingdom and as such caters to the environment and culture in the United Kingdom. Whilst it is not their intention, it is possible that such Course content may cause offence to cultural or religious sensitivities.

12.4 You agree to:

- (a) ensure that you will be present on the VLE to attend the Online Course at the scheduled times for the entire duration of the sessions, which are always stated as UK time and factoring in the changes in time between GMT to BST; and
- (b) use computing equipment which meets the minimum requirements for hardware, software and internet bandwidth, and have the right equipment and materials as listed on www.arts.ac.uk/learn-a-language

12.5 You acknowledge that the cost of any equipment and internet access are not included in the Fees and will be your own responsibility.

12.6 You accept that it will be your responsibility to check that any materials and equipment, or other devices you intend to use for the purposes of undertaking the Course is compatible with the specification requirements of the Course as set out in these Terms.

12.7 You acknowledge and agree that failure to comply with paragraph 12.4 may limit your progress on the Online Course. You accept that if you fail to attend the lesson, participate in online assessments and submit online course work on time without good reason, or without the permission of UAL, UAL may consider that you have deemed to have withdrawn from, or be required to leave the Course.

12.8 If there are problems with your connection to the VLE which disrupt other students who are enrolled on the Online Course, UAL reserves the right to remove you from the Online Course until you have been able to resolve the issue.

12.9 UAL will use reasonable endeavours to make an Online Course available but cannot guarantee uninterrupted, timely or error-free availability or that defects will be corrected. UAL reserves the right to suspend access to the VLE and Online Course for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the VLE. UAL will use reasonable endeavours to give me reasonable notice in the event of any suspension or withdrawal of the VLE of which UAL is aware. You accept and acknowledge that providing UAL has complied with the provisions of this paragraph 12.9, UAL will not be held responsible for any technical problems you encounter following the purchase of an Online Course, and accepts no liability to the extent there are errors, defects, interruptions and periods of

suspension relating to the VLE.

12.10 You should always keep separate copies of work you upload onto the VLE. To the extent permitted by law, UAL accepts no liability whatsoever for loss, destruction or corruption of or to data or content uploaded onto the VLE.

13. Online Courses: content, access, sharing and reproduction

13.1 Without prejudice to paragraph 13.3, you agree that you will not record, reproduce, download, modify, re-publish, sub-license, sell, share, broadcast, transmit, make available, disseminate or distribute in any way any of the content provided to you as a part of your Online Course.

13.2 Without prejudice to paragraph 13.4, you further agree not to record, reproduce, download, modify, re-publish, sub-license, sell, share, broadcast, transmit, make available, disseminate or distribute in any way any content created or uploaded by other students as available on the VLE.

13.3 You may download and use Online Course materials where available, for your own personal, non-commercial use only.

13.4 You acknowledge that due to the interactive nature of the Online Courses, at times it may be appropriate for you and other students to reproduce, download, modify, adapt and/or re-publish other students' material uploaded onto the VLE in relation to the Online Course and you agree that other students may do this in relation to content that you upload.

13.5 When you upload material to the VLE as part of your Online Course, you confirm that you are entitled to upload this material for this purpose and that this will not in any way infringe any other person's rights.

13.6 You will not upload or share with other students or tutors any material which is unlawful or unsuitable according to societal norms in the United Kingdom or our policies. This includes uploading of material that is false, obscene, sexist, racist, homophobic, defamatory, illegal, abusive, threatening, extremist, destructive (like malware, viruses, bugs, etc.) or otherwise discriminatory, offensive, disruptive or objectionable to others.

13.7 You agree that UAL shall be under no obligation to monitor, screen or censor any of the content that you or any third party uploads to the VLE. To the fullest extent permitted by law, UAL accepts no responsibility for any such content.

13.8 UAL reserves the right to suspend access to the VLE or remove any material you upload or share with other students or tutors in breach of these Terms.

13.9 By uploading material to the VLE, you give us the right to use the material in any part of our courses and to include your material in our own online and print material for promotional purposes. You accept that if you do not wish to give UAL the right to use your uploaded material you must notify UAL in writing by emailing the UAL Language Centre Office prior to the commencement of the Course.

13.10 The VLE and Online Course materials may contain links or embedded links to third party content and websites. These links are provided for your reference only and UAL does not endorse the content or the operations associated with them. UAL has no control over such content and cannot accept any liability for such third party content. You should be aware that accessing such content will be subject to third party terms of use and privacy policies.

13.11 Online Courses regularly makes use of third party service providers like Google, Facebook, Twitter, You Tube, Vimeo etc. some of which might be blocked in some countries. You acknowledge that it is your sole responsibility to ensure you are able to access the content of Online Courses including content on third party service providers. You accept that if you require further advice as to what service providers will

be used on any Online Course, you should contact the Language Centre Office.

- 13.12 UAL is not responsible for the location, hardware and infrastructure you choose to access VLE from and as such it is your responsibility to comply with any necessary health and safety regulations that apply.

14. Data Protection Notice

We process Personal Data, including Sensitive Personal Data, in accordance with the Data Protection Laws. You understand and accept that we will use your data as set out in our Privacy Policy: www.arts.ac.uk/privacy-information and <https://www.arts.ac.uk/study-at-ual/language-centre/languages-arts-and-culture-modern-languages-privacy-notice>.

15. Events Outside Our Control

We shall not be responsible for any failure to perform or delay in performing our obligations under the Contract that is due to an Event Outside Our Control. If an Event Outside Our Control takes place which affects our obligations under the Contract then:

- (a) we will contact you as soon as reasonably possible to notify you;
- (b) our obligations under the Contract will be suspended and our time for performance extended for the duration of the Event Outside Our Control; and
- (c) we will restart the Services as soon as possible when the Event Outside Our Control is over.

16. Students under the age of 18

- 16.1 If you are under the age of 18 at the start of the Course your parent or guardian must sign a parental consent form, which you can request by emailing us at LAC@arts.ac.uk

You will not be able to enrol on the Course if we have not received this form.

- 16.2 We cannot accept students who are under 16 years old on the first day of their Course.

17. Complaints

- 17.1 If you have any complaints about the Services, you can raise these with us by emailing LAC@arts.ac.uk.
- 17.2 If you have a complaint about UAL, you can access UAL's complaints handling policy at <https://www.arts.ac.uk/study-at-ual/academic-regulations/student-regulations/student-complaints-and-appeals>. You acknowledge that you are required to familiarise yourself with the details of UAL's complaints handling policy and accept that there may be separate procedures for the handling of academic and non-academic complaints.
- 17.3 You accept that on completion of the complaints procedure, if you remain dissatisfied you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

18. Your rights as a consumer

As a consumer, you have legal rights in relation to the Contract which are not affected by these Terms. Advice about your rights may be available from your local Citizen's Advice Bureau.

19. Other important terms

- 19.1 We may transfer our rights and obligations under any Contract to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under the Contract.
- 19.2 The Contract is between you and us. No other person shall have any rights to enforce any of its terms. You may not transfer your place on the Course to any other person.
- 19.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 19.4 If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we automatically waive any later default by you.
- 19.5 These Terms and the Contract are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.