Terms and Conditions 2019 for UAL Progress Test
Language Centre, University of the Arts London

1. Introduction and interpretation
1.1 These Terms and Conditions (“Terms”) apply to the UAL Progress Test 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, Languages, Arts & Culture courses or Presessional Academic English Programmes also offered by the Language Centre, University of the Arts London.

1.2 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 Test;
“Confirmation” has the meaning given in paragraph 3.1;
“Contract” has the meaning given in paragraph 3.1;
“Data Protection Laws” means General Data Protection Regulation (2016/679/EC) (GDPR), the Data Protection Act 2018 (DPA) and all applicable laws and regulations relating to processing of personal data and privacy, including any guidance and codes of practice issued by the Information Commissioner from time to time;
“Event Outside Our Control” means an event or circumstances beyond our reasonable control;
“Fees” means the exam fees and administration fees payable by you in relation to the Test;
“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 at www.arts.ac.uk/privacy-information;
“Regulations” has the meaning given in paragraph 3.2(b);
“Services” means the assessment services and related exam materials that we will provide in relation to the Test;
“Test” means the UAL Progress Test, or such alternative UAL Progress Test that you and we agree that you will undertake; 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 the link on the Language Centre section of the Website: (www.arts.ac.uk/study-at-ual/language-centre).

3. Reservation and confirmation
3.1 When you complete and submit your Booking Form you are making a purchase from UAL of the Test referred to in the Booking Form in accordance with these Terms. Your reservation is accepted at the 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 Rules and Regulations for Students in force from time to time (which can be found on the Website by searching for “student regulations”) (the “Regulations”) and include the Disciplinary Code for Students.
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 on the Website.

3.4 The Contract will commence on the date of the Confirmation and continue until completion of the Test, unless or until 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 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 Booking Form or otherwise agreed between us. We usually aim to contact you with the results of your Test within 10 working days, but in any event no later than 15 working days. However, you agree that dates 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 Test which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services and/or Test, and 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) comply with all mandatory regulations relating to the Test which will be provided to you on the day of the Test.
   (c) maintain an immigration status that entitles you to undertake the Test;
   (d) attend your scheduled Test date on time; and
   (e) provide the equipment and materials that we advise you on the Website that you will need in connection with the Test.

6. Visas
You agree that you are responsible for obtaining and maintaining any visa you require to undertake the Test.

7. Your Legal Cancellation Rights
7.1 You have a legal right under the Consumer Contracts (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 the Confirmation. To cancel you must inform us by a clear statement. You may use the model cancellation form on the Website at arts.ac.uk/study-at-ual/language-centre/book-a-course/. It is not obligatory for you to use this method. You may also inform us by writing to us at Language Centre, 272 High Holborn, London WC1V 7EY or emailing us at language-centre@arts.ac.uk.
7.2 We will not start providing the Services to you during the Cancellation Period unless you expressly request us to do so.

7.3 If you cancel in accordance with paragraph 7.1, we will refund the Fees you have paid within 14 days of the date on which you inform us that you wish to cancel the Contract. 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 Test you have undertaken and the overall cost of the Test; and we can deduct this sum from any refund payable to you.

7.4 Paragraphs 8 and 9 of these Terms set out your other rights to cancel the Contract, which are in addition to and do not affect your rights under paragraph 7.1.

8. Your other Cancellation rights
8.1 You may cancel the Contract by telling us in writing before the first day of the Test.

8.2 If you tell us about your cancellation after expiry of the Cancellation Period referred to in paragraph 7.1 and on or before the first day of the Test, you will not receive any refund of the Fees.

8.3 You may cancel the Contract if:
   (a) 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;
   (b) an Event Outside Our Control prevents us from providing the Services when we are supposed to for 2 weeks or more,
   in which case we will refund any Fees that you have paid.

9. Test changes & cancellations after the start of a Test
9.1 After you have started a Test, you may not transfer onto an alternative Test.

9.2 If, after starting a Test and after the end of the Cancellation Period referred to in paragraph 7.1, you leave the Test after it has started for any reason, you will not be entitled to any refund or credit of the Fees.

9.3 If you do not arrive to take the Test, you will not receive any refund of the Fees.

10. Our cancellation rights
10.1 We may cancel the Contract no later than 7 days before a Test starts if there is low demand for that Test in which case you can either:
   (a) transfer onto an available alternative Test; or
   (b) cancel the Contract and receive a full refund of the Fees you have paid.

10.2 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.

10.3 We may cancel the Contract or suspend you from the Test if:
(a) you do not pay the Fees when you are supposed to;

(b) your actions are in breach of the Regulations, including the Disciplinary Code for Students;

(c) it comes to our attention that you do not have an immigration status entitling you to undertake the Test; or

(d) 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.

11. Fees and payment

11.1 The Fees payable are set out in the dates on the Website and must be paid by you upon application to the Test.

11.2 All Fees are payable in full by credit or debit card in pounds sterling via the Booking Form at the time you make your booking for the Test. 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 the Confirmation in accordance with paragraph 3.1, we will reimburse you the Fees you have paid in accordance with this paragraph 11.2 without undue delay.

11.3 If you do not pay the Fees to us in accordance with the Contract you will not be entitled to start the Test.

11.4 If you miss any of the Test because of absence, illness, or because you are late starting the Test you will not be entitled to any reduction, credit, or refund of the Fees.

12. Our Liability to You

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS PARAGRAPH

12.1 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 it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

12.2 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) breach of the terms implied by sections 49, 50, 51 and 52 of the Consumer Rights Act 2015.

12.3 Except as set out in paragraph 12.2 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.
12.4 This paragraph 12 shall survive termination of the Contract.

13. Data Protection Notice
13.1 We process personal data in accordance with Data Protection Laws. We will use your data as set out in our Privacy Policy: www.arts.ac.uk/privacy-information.

14. Events Outside Our Control
14.1 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.

15. Under the age of 18
15.1 If you are under the age of 18 at the start of the Test, your parent or guardian must sign a parental consent form, which you can request by emailing us at languagecentre@arts.ac.uk.

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

15.3 You will not be able to take the Test if you are under 16 years old on the first day of the Test.

16. Complaints
If you have any complaints about the Services, you can raise these with us in accordance with our complaints procedures. Email languagecentre@arts.ac.uk for more information.

17. 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.

18. Other important terms
18.1 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.

18.2 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 Test to any other person.

18.3 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.

18.4 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.
18.5 Additional terms and conditions apply to payment of the Fees via UAL’s eStore located at https://estore.arts.ac.uk/help/terms-and-conditions ("eStore Terms"). In the event of any conflict or inconsistency between the terms and conditions of the Contract and the eStore Terms, the terms and conditions in the Contract shall prevail.

18.6 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.