

Terms and Conditions 2018-19 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 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 UK Data Protection Act 1998 (DPA) until 24th May 2018 and from the 25th May 2018 General Data Protection Regulation (2016/679/EC) (GDPR) 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 tuition fees and administration fees payable by you in relation to the Course;

"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;

"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);

"Services" means the teaching services and related teaching materials that we will provide in relation to the Course; 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 online Booking you are making a purchase from UAL of the Course referred to in the online 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 Rules and Regulations for Students in force from time to time (which can be found on the Website by searching for "UAL student regulations") (the "Regulations") these 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 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 the Printed Marketing Materials and/or 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 specific in the Printed Marketing Materials and/or the Website or otherwise agreed between us. 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 any Course 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 the Course, 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) 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 or in the Printed Marketing Materials that you will need in connection with the Course;
- (e) obtain and maintain any visa you require to undertake 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 our 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 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 clause 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 £50.

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 £50.

7.4 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.

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 14 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;
- (b) or cancel the Contract and receive a full refund of the Fees you have paid 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);

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 in the Printed Marketing Materials and 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 clause 3.1, we will reimburse you the Fees you have paid in accordance with this clause 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) breach of the terms implied by sections 49, 50 and 51 and of 52 of the Consumer Rights Act 2015

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. Data Protection Notice

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

13. Data Retention

You agree to us retaining your personal data in accordance with the University's data retention schedule in order to provide confirmation and/or evidence of your immigration status, academic results and qualifications to you or your future employers or government departments including the UK Home Office.

14. 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.

15. Students under the age of 18

15.1 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.

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

16. Complaints

If you have any complaints about the Services, you can raise these with us in accordance with our complaints procedures. Please email **LAC@arts.ac.uk** for further 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 Course 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 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.