

## **UAL Language Centre**

### **Terms and Conditions 2019 for English Language Courses**

#### **1. Introduction and interpretation**

1.1 These Terms and Conditions (“Terms”) apply to the English Language Programmes provided by University of the Arts London (“we” or “UAL”) at its Language Centre. These are not the Terms and Conditions for Languages, Arts and Culture, or the Pre-sessional Academic English programme or Exam Preparation Intensive Course courses also offered by the Language Centre, University of the Arts London.

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

“Accommodation” means homestay or house share accommodation provided by Hosts International and arranged via us;

“Accommodation Contract” means the contract between you and Hosts International for the provision of Accommodation;

“Accommodation Fee” means the fee for Accommodation set out in the Booking Form;

“Booking Form” is the online form supplied by us on which you request us to provide you with a place on the Course and, if applicable, Accommodation and Airport Transfer;

“Brochure” means our brochure for the Course. You can view this on our website. Visit **[arts.ac.uk/languagecentre](https://arts.ac.uk/languagecentre)** and search for ‘Language Centre Brochure 2019’;

“CAS” means the ‘Confirmation of Acceptance of Studies’ that we will issue you with after Confirmation to assist you obtaining a Tier 4 visa if applicable to attend 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 courses that you and we subsequently agree that you will undertake;

“Data Protection Laws” means 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;

“Hosts International” means the company registered in England and Wales with company registration number 02895026;

“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 [arts.ac.uk/privacy-information/](https://arts.ac.uk/privacy-information/)

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

“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 [arts.ac.uk/languagecentre](https://arts.ac.uk/languagecentre)

## **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 our website:  
**[arts.ac.uk/languagecentre](https://arts.ac.uk/languagecentre)**

## **3. Reservation and confirmation**

3.1 When you complete and submit your Booking Form you are making an offer to UAL to purchase the Course or Courses referred to in the Booking Form in accordance with these Terms. Your offer is only accepted when we send you a confirmation email accepting your booking (“Booking 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, apart from the Accommodation and Airport Transfers which are subject to a separate contract as explained in paragraph 20 (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 without limitation 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 Brochure.

3.4 The Contract will commence on the date of the Booking 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 Brochure 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 in the Brochure 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 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 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) attend a minimum of 80% of classes and be on time;
- (c) ensure that you have the level of English specified in the Brochure for the Course, further details of which can be found on the Website by searching for “your language level”; and
- (d) provide the equipment and materials that we advise you on our Website or in the Brochure that you will need in connection with the Course.
- (e) be available to study at different times of the day as specified in our timetables.

#### **6. Immigration**

6.1 You agree that:

- (a) you are responsible for obtaining and maintaining any immigration status required to undertake the Course. More information about student immigration can be found on the UKCISA website here <https://www.ukcisa.org.uk/Information--Advice/Visas-and-Immigration/Student-immigration-the-basics> ;
- b) it is your responsibility to meet the attendance requirements specified as a condition of your immigration status;
- c) we will report any non-attendance in relation to the Course to UK Visas and Immigration (“UKVI”); and

d) if your attendance is unsatisfactory, we reserve the right to refuse future bookings from you, or insist that you study as a Short Term Student.

6.2 If you have indicated on your booking form that you require a CAS from us in order to assist you in applying for a Tier 4 (General) student visa from UK Visas and Immigration to entitle you to study in the UK, we may start the process of obtaining the CAS from UKVI at any time after receiving your Booking Form. Unless otherwise specified on our Website for the Course you are applying to, our Fees include the cost which we will incur in obtaining a CAS on your behalf.

6.3 If we issue you with a CAS and your visa application is subsequently refused for reasons that we deem to be within your control, we reserve the right not to issue another CAS to you.

## **7. Your Legal Cancellation Rights**

7.1 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 Booking Confirmation. To cancel you must inform us by a clear statement by writing to us at Language Centre, 272 High Holborn, London WC1V 7EY or emailing us at [language-centre@arts.ac.uk](mailto: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.

However:

(a) 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

(b) if, at the time you cancel, we have already started the process of obtaining a CAS for you (where applicable) we will be entitled to charge you for the cost which we have incurred in obtaining the CAS (which is currently £21); and

we can deduct these sums from any refund payable to you.

7.4 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 7.1.

## **8. Your other Cancellation rights**

8.1 You may cancel the Contract by telling us in writing before the first day of the Course.

8.2 If you tell us about your cancellation (or curtailment of your booked Programme) 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 £200, your registration fee of £85 and, if applicable, the cost which we have incurred in obtaining a CAS (which is currently £21).

8.3 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 8.4 below, or if you do not arrive to take the Course, then 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 you the amount you have paid, less an administration fee of £200, your registration fee of £85 and, if applicable, the cost which we have incurred in obtaining a CAS (which is currently £21).

8.4 If you tell us about your cancellation fewer than 28 days before the first day of the Course and where the reason for cancellation is because of a visa refusal for reasons that we deem not to be within your control, we will refund you the amount you have paid, less an administration fee of £200, your registration fee of £85 and the CAS fee (if applicable). We will only be able to issue this refund upon receipt of a valid visa refusal document issued by UKVI.

8.5 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 two weeks or more in which case we will refund any Fees that you have paid.

## **9. Postponement**

9.1 You may postpone starting the Course by telling us in writing before it starts.

9.2 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, Accommodation Fees and Airport Transfer fees which you have paid. 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 subject to availability, Accommodation and Airport Transfer during that period, after which it will expire and no further refunds or credit will be due to you.

9.3 If you tell us fewer than 28 days before the first day of the Course that you wish to postpone starting the Course we will give you a credit as referred to in paragraph 9.2, less an amount equal to four weeks' Fees, which we will retain to cover our administrative costs arising from your postponement.

9.4 Once you have started a Course or Programme, you cannot postpone any part of your Course or the Programme.

## **10. Course changes after arrival**

10.1 After you have started a Course, you may request to transfer onto an alternative Course at the Language Centre by giving us 28 days' notice.

10.2 We will allow you to transfer to an alternative Course as long as you meet the requirements of the alternative Course and places are available. We may require you to wait until the start of the next teaching block on the alternative Course before you transfer.

10.3 If, once you have started the Course, we reasonably consider that you do not have the required level of competence in English, which was described in the Brochure, we will notify you and you can either:

10.3.1 change to a suitable alternative Course; or

10.3.2 leave the Course, in which case you will not be entitled to any refund or credit in relation to the Fees.

10.4 Transfers between Courses at your request will be subject to you paying a £50 administration fee. Where the Fees for the alternative Course are higher than the Fees for the original Course, you must pay the difference but if they are lower you will not be entitled to any refund or credit.

## **11. Our cancellation rights**

11.1 We may cancel the Contract no later than 21 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 refund of the Fees you have paid.

You acknowledge that if you do not transfer onto an alternative course, it could affect the validity of your immigration status.

11.2 We may cancel the Contract if an Event Outside Our Control prevents us providing the Services when we are supposed to for four 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.

11.3 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.

## **12. Fees and payment**

12.1 The Fees payable are set out in the dates and fees booklet published by us on our Website and must be paid upon application to the Course.

12.2 If your participation in the Course requires you to purchase any additional goods, then the costs of these additional goods will be set out in your joining instructions and can be found on our website on the respective course pages

12.3 All Fees are payable in pounds sterling. Fees are payable upon application by using one of the following payment methods:

(a) Bank transfer. Please note that all bank charges must be paid by you. We require a copy of the bank transfer details together with the student name and UAL student ID number. Please email us a copy of this as soon as payment is made.

(b) Online. Please follow the instructions that we send you.

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 12.3 without undue delay.

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

12.5 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.

## **13. Holiday**

If you are studying a course of more than 12 weeks, you can take one week of holiday for every 12 weeks you study. This is subject to the requirements of your immigration status. Please note that by taking a holiday in this way means that you will lose a week's tuition.

## **14. Insurance**

UAL has in place an insurance policy which is currently provided by Endsleigh Insurance Services Ltd, (the Language Centre's insurers) and which covers all students at the Language Centre. This insurance cover is subject to the terms of the policy, and a summary of the policy can be found on the Website by searching for "language centre insurance". The premium for this insurance cover is included in the Fees.

## **15. Our Liability to You**

**YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS PARAGRAPH**

15.1 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.

15.2 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;

15.3 Except as set out in paragraph 15.2 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.

15.4 This paragraph 15 shall survive termination of the Contract.

## **16. Data Protection Notice**

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

## **17. 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.

## **18. 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.

## **19. Students under the age of 18**

If you are under 18 at the start of the Course, your parent or guardian must sign a parental agreement form. You will not be able to enrol on the Course if we have not received this form.

## **20. Accommodation and Airport Transfer**

20.1 Accommodation and airport transfers are provided by Hosts International and arranged by them on your behalf.

20.2 If in your Booking Form you request Accommodation, this is your request to be provided with Accommodation. This request will not be accepted until we confirm acceptance in writing on behalf of Hosts International at which point the Accommodation Contract will come into effect. All accommodation is subject to availability for the dates you are requesting. The Accommodation Contract is between you and Hosts International.

20.3 Different options for Accommodation are available but if you are under the age of 18 you must select Homestay Accommodation (as described in the Brochure) and live at that Accommodation for the duration of the Course.

20.4 In order to be provided with Accommodation, you must pay the Accommodation Fee and any airport transfer fee set out in the Booking Form at the same time as you pay the Fees.

20.5 Any extension to your period of stay in the Accommodation should be agreed directly with Hosts International.

20.6 You must comply with the reasonable instructions we (or Hosts International) send to you in relation to moving into and out of the Accommodation (including in relation to the days of the week on which you can arrive and move out).

20.7 You may cancel the Accommodation Contract before the start of the Course by giving us notice in writing. If you give us at least 28 days' notice of cancellation, the Accommodation Fees will be refunded to you in full. If you give less than 28 days' notice, Hosts International will keep an amount equal to one week's Accommodation Fee to cover its administrative costs and we will refund the remaining balance of the Accommodation Fees to you.

20.8 You may cancel the contract with Hosts International after you have moved into the Accommodation by giving us not less than 8 days' notice in writing if you are living in Homestay accommodation or 28 days' written notice if you are living in house share accommodation and, on behalf of Hosts International, we will refund to you a proportionate part of the Accommodation Fees you have paid.

## **21. Complaints**

If you have any complaints about the Services, you can raise these with us in accordance with our complaints procedures, email [language-centre@arts.ac.uk](mailto:language-centre@arts.ac.uk) for more information.

## **22. 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.

## **23. Other important terms**

23.1 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.