

Language Centre 2018 Terms and Conditions for UAL Progress Test

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 are not the Terms and Conditions for the English Language Programmes, Languages, Arts & Culture courses or Preessional 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 or paper form supplied by us on which you request us to provide you with a place on the Test;

"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;

"Confirmation" has the meaning given in paragraph 3.1;

"Contract" has the meaning given in paragraph 3.1;

"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 <http://www.arts.ac.uk/study-at-ual/academic-regulations/student-regulations/privacy-policy/>;

"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 set out in the Booking Form or such alternative UAL Progress Test that you and we subsequently agree that you will undertake; and

"Website" means our website at <http://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: <http://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 an offer to UAL to purchase the Test referred to in the Booking Form in accordance with these Terms. Your offer is only accepted when we send to you a confirmation email accepting your 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 (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") 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 on our Website.

3.4

The Contract will commence on the date of the Confirmation and continue until completion of the Test, 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 on our 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 ten working days, but in any event no later than fifteen 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;
- (e) provide the equipment and materials that we advise you on our Website that you will need in connection with the Test.

6. Visas

6.1

You agree that:

- (a) you are responsible for obtaining and maintaining any visa you require to undertake the Test; and
- (b) it is your responsibility to meet all requirements specified as a condition of your visa.

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 Confirmation. To

cancel you must inform us by a clear statement. You may use the model cancellation form on our 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. 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 Test you have undertaken and the overall cost of the Test; 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 Test 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 clause 7.1 but not less than 28 days before the first day of the Test, we will refund to you the Fees for the cancelled Test, but we shall be entitled to retain from those Fees an administration fee of £35.

8.3

If you tell us about your cancellation fewer than 28 days before the first day of the Test, and the reasons for cancellation are other than those provided in paragraph 8.4 below, or if you do not arrive to take the Test, you will not receive any refund of the Fees unless we are able to fill your place on the Test, in which case we will refund you the amount you have paid, less an administration fee of £35.

8.4

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.

9. Postponement

9.1

You may postpone starting the Test by telling us in writing not later than 28 days before the first day of the Test.

9.2

If you tell us at least 28 days before the first day of the Test that you wish to postpone we will give you a credit for all Fees to join the next available Test. 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 Test during that period, after which it will expire and no further refunds or credit will be due to you.

9.3

You may not postpone starting the Test if you notify us later than 28 days before the first day of the Test.

10. Test changes & cancellations after the start of a Test

10.1

After you have started a Test, you may not transfer onto an alternative Test.

10.2

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 in relation to the Fees.

11. Our cancellation rights

11.1

We may cancel the Contract no later than 21 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 (and receive a partial refund if the Fees for the alternative Test are less than the Fees you have paid);

(b) or cancel the Contract and receive a refund of the Fees you have paid.

11.2

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.

11.3

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.

12. Fees and payment

12.1

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

12.2

If your participation in the Test 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 on the Website.

12.3

All Fees are payable in full by credit or debit card in pounds sterling via our online 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 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 Test.

12.5

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

13. Our Liability to You

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS PARAGRAPH

13.1

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.

13.2

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;.

13.3

Except as set out in paragraph 13.2 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.

13.4

This paragraph 13 shall survive termination of the Contract.

14. Data Protection Notice

14.1

We process personal data in accordance with the Data Protection Act Protection Laws. We will use your data as set out in more detail below in this paragraph 14 and paragraph 15 or as may be notified to you from time to time or otherwise as set out in our Privacy Policy.

14.2

You can ask us at any time not to use your personal data for marketing purposes by contacting us at language-centre@arts.ac.uk

14.3

You agree that such personal data may include sensitive personal data.

14.4

We may disclose your personal data to:

14.4.1

other institutions for verification of qualifications;

14.4.2

Funding Councils and other statutory bodies for statistical or other purposes

14.4.3

local and other public authorities for their prescribed purposes including the administration of Council Tax;

14.4.4

to third parties with whom you ask us to share your personal data (including future employers and recruitment agents may be used in connection with your application);

14.4.5

third parties paying the Fees on your behalf;

14.4.6

our alumni associations;

14.4.7

third parties who provide services to us in connection with the Services, including, without limitation, our staff and external advisors;

14.4.8

the Student's Union;

14.4.9

government departments including the UK Home Office; and

14.4.10

to other third parties as required by relevant law.

14.5

Some of the personal data we hold about you may be transferred to or held in destinations outside the European Economic Area including to countries or territories that may not provide adequate protection for the personal data. By enrolling you agree to your personal data (including sensitive personal data) being held in or transferred to such destinations and being used for the purposes set out in this paragraph 15.

14.6

Any photograph that you supply to us will be held on our record system and used for identification including to produce your student ID card. By enrolling you give your consent to our use of your photograph in this way.

14.7

If you have any objections to the public display of your personal data in the manner described in paragraph 15.6 or our use of your photograph, please inform the Language Centre.

14.8

Please inform the Language Centre promptly of any change of address or other personal information you have provided.

15. Data Retention

You agree to us retaining your personal data long term in order to provide confirmation and/or evidence of your academic results and qualifications to you or your future employers.

16. 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.

17. 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 for more information.

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 Test 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.