Terms and Conditions

You should print a copy of these Terms and Conditions or save them to your device for future reference.

1. Before enrolling on a language course consider your personal commitments and circumstances, including your workload and study commitments, to make sure that you are able to complete the course.

   If you are unsure about a language or level you are welcome to attend any of our ‘drop in sessions’ or ‘taster sessions’ before courses start (timetable available on: www.le.ac.uk/languages-at-leicester). Alternatively, check our Frequently Asked Questions section which can be found at: http://www2.le.ac.uk/departments/modern-languages/lal/frequently-asked-questions, or contact us for further details on lalenquiries@le.ac.uk or +44 (0)116 252 2662.

2. Enrolments are processed on a ‘first-come, first-served’ basis. Applications are acknowledged and processed upon receipt of full payment. Applications without payment will not be processed. Enrolments/Applications are submitted through Shop@le, available at: http://shop.le.ac.uk/browse/department.asp?compid=1&modid=5&deptid=5.

3. Fees are payable by 1 term or 2 consecutive terms. The University of Leicester (“University”) regrets that it cannot offer drop-in or pay-as-you-go courses, nor do we offer refunds for any classes that a participant is unable to attend in a term. Full details of course fees can be found at www.le.ac.uk/languages-at-leicester.

4. When enrolling for more than one term, these terms must be consecutive.

5. When enrolling, participants may pay for one or two terms of tuition for each language course. There is a reduced fee to those participants who enrol and pay at once for two consecutive terms.

6. The reduced fee for two consecutive terms is limited to two terms within the same academic year and cannot be applied retrospectively. The reduced fee for two consecutive terms is not available across concurrent courses, e.g. Autumn Term 2019-20 to Summer Term 2020-21.

7. Where possible our courses are taught by the same tutor and at the same venue throughout the same academic year. However, the University reserves the right to change a tutor or venue at its sole discretion.

8. The University will not accept responsibility for unforeseen changes in a participant’s circumstances that may prevent attendance. The University will consider exceptional circumstances as per the Refund Policy set out at Clause 13.

9. For participants enrolled in the Spring term, should classes fall on Bank Holidays these will be rescheduled and shall extend the course to recoup the Bank Holidays.

10. When paying one of our concessionary fees (PhD and ECR from the School of Arts, Outgoing Erasmus or TESOL Students), participants failing to provide evidence of concessionary fee eligibility at time of enrolment will be invoiced for the full fee. If the invoice is not paid, the participant will be ineligible to enrol in subsequent University L@L programmes and may not be able to graduate from the University of Leicester until such invoice is paid in full.

11. Applicants must be over 18 years old at the start of the course. Applicants over 16 years old can enrol on language courses subject to submitting, at the enrolment stage, a written agreement from their parents or legal guardian. The University reserves the right to accept applicants under 18 years old.
12. Enrolling to a Language course does not grant the participant University of Leicester student-status; participants are considered visitors to the University. Student ID cards are not issued and participants are not granted access to University facilities or library services.

13. **Refund Policy**

13.1 **Cancellation** Should the participant wish to cancel their enrolment on the course, they may do so within 14 days of purchasing a course online in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

13.2 Such cancellation should be notified to the Languages at Leicester department in written by email or post using the L@L Student Withdrawal Form, or similar form in writing which can be found at: http://www2.le.ac.uk/departments/modern-languages/lal/documents/l-l-student-withdrawal-form.

14. **Withdrawals and refunds**

14.1 The University will refund a participant’s fees in full provided a withdrawal request is received by L@L within 14 working days of purchasing a course online, and that the service period hasn’t yet started (see Clause 14.4 for Service period’s starting dates & refund deadlines).

14.2 In accordance with the Consumer Rights Act 2015 and any amendment thereto (for further information please consult [https://www.citizensadvice.org.uk/consumer/changed-your-mind/cancelling-a-service-youve-arranged/]), an administrative and/or teaching fee could be applied if a withdrawal request is received after 14 days of purchasing a course online, and/or the service period has started (see Clause 14.4 for Service period’s starting dates & refund deadlines).

14.3 When enrolling for two consecutive terms (‘the Complete Course’) the starting day of the course is the first class of the first term. Participants who enrol for the Complete Course will not be refunded if they withdraw for the second term.

14.4 **Service period starting dates** & refund deadlines:

- Term 1 - Autumn term: Term commences 7th October 2019; the service period start date is 30th September 2019 (for courses starting in October 2019 only).
- Term 2 - Spring term: Term commences 20th January 2020; the service period start date is 13th January 2020 (for courses starting in January 2020 only).
- Term 3 - Summer term: Term commences 27th April 2020; the service period start date is 20th April 2020 (for courses started in April 2020 only).
- Summer Schools: 2-week Summer School commences 15th June until 26th June 2020; the service period start date is 8th June 2020. (For Latin this is 1st June-12th June – service period start date 25th May 2020).

14.5 Payments for each term made after the above deadlines will not be refunded.

15. **Exceptional circumstances for withdrawal, refund and deferments**

15.1 Requests for withdrawal and refund received after the withdrawal & refund deadlines will be considered only in instances of exceptional circumstances.

15.2 Changes in residence or employment, personal income, personal circumstances or wrongly evaluated study or work workload and commitments are not considered exceptional circumstances by the University.
15.3 Request for a full or pro-rated refund should be made in writing to the University. Re-fund is subject to submission of satisfactory third party evidence (e.g. a doctor's note).

15.4 Deferments

15.4.1 Deferments are only offered when students withdraw from a course due to exceptional circumstances (as described under section point 15).

15.4.2 If a deferment is agreed the deferment must take place within the same academic year – deferment cannot ‘be rolled over’.

16 Cancelled courses

16.1 If the University cancels a course and is unable to offer a suitable alternative, then a full refund will be given. No administrative fee will be charged.

16.2 Courses are subject to demand and require a minimum number of students to take place. If a course doesn’t reach the minimum number of students required to take place, the University will announce whether a course is going ahead or it is cancelled as follows: The first announcement will be issued 7 days prior to the starting date of the course; if necessary* the second announcement will be issued 48 hours prior to the starting date of the course; if necessary*, a third announcement will be issued 24 hours prior to the starting date of the course. If the University needs to take a decision within the last 24 hours prior to the starting date of the course, it will be announced to those enrolled in the course as soon as practically possible in advance of such course starting.

* because the minimum number of students hasn’t been met

17 Changes to the date or time of a course

If the University makes a change to the date or time of the course and the participant is unable to attend due to the change, then a full refund will be given. No administrative fee will be charged.

18 Single session cancellations

If a single lesson is cancelled, the University will endeavour to make up for the lost session by offering alternative date and/or times. If this is not possible, a pro-rated refund for the cancelled class will be granted. Cancellations for reasons outside the control of the languages department or the University (e.g. weather conditions or a security alert) will not be granted a refund. Single session cancellations are not considered as changes to the date or time of a course and will not invoke Clause 17 of these Terms and Conditions.

19 Limitation of liability

19.1 Nothing in these Conditions shall limit or exclude the University's liability for:

19.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or

19.1.2 fraud or fraudulent misrepresentation.

19.2 Subject to clause 19.1:

19.2.1 the University shall under no circumstances whatever be liable to the participant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the courses and or the provision thereof; and

19.2.2 the University's total liability to the participant in respect of all other losses arising under or in connection with these, whether in contract, tort (including negligence), breach of
statutory duty, or otherwise, shall in no circumstances exceed the amount of the fees paid by the participant to the University.

19.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms and Conditions.

19.4 This clause 19 shall survive termination of the participant’s contract with the University.

20 Data Protection

20.1 The University will use the personal information provided by the participant to:

20.1.1 provide the language course;
20.1.2 process the payment for enrolling on the language course; and
20.1.3 inform the participant about similar products or services that the University of Leicester provide, however the participant may stop receiving these at any time by contacting the University at the following email address: lalenquiries@le.ac.uk

20.2 L@L will only share personal details with external awarding bodies (such as Instituto Cervantes - DELE exams; Institute of British Sign Language - BSL accreditation; and the CCI Paris Ile-de-France - DFP, Business French Diplomas) when students willingly register to undertake these assessments. The exact information shared with those institutions will be included in the registration forms.

20.3 L@L’s students have the right to obtain confirmation as to whether or not their personal data is being processed, and, where that is the case, access to the personal data and processes undertaken according to the General Data Protection Regulation (GDPR).

20.4 The University of Leicester’s privacy policy can be found at: http://www2.le.ac.uk/legal/privacy-policy.

21 Disputes and complaints

21.1 Should the participant have any complaints, please notify the University as soon as is reasonably practical using the contact details provided below:

Email: lalenquiries@le.ac.uk / Phone: +44 (0) 116 252 2662

21.2 Full details of the University of Leicester’s complaints procedure can be found here: http://www2.le.ac.uk/offices/sas2/regulations/appeals-complaints/complaints

22 Governing Law and Jurisdiction

22.1 These Terms and Conditions and any dispute or claim arising out of or in connection with these Terms and Conditions, or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22.2 The University of Leicester and the participant hereby irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims).