

### 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 to make sure that you could 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 (see schedule on our website: [www.le.ac.uk/ml/lal](http://www.le.ac.uk/ml/lal)). 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](mailto: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=51>.
- 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/ml/lal](http://www.le.ac.uk/ml/lal).
- 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. The University grants fee discounts to those participants who enrol and pay at once for two consecutive terms. Individual and separate payments to re-enrol onto courses can be made, but without discounts.
- 6.** The discount for two consecutive terms is limited to two terms within the same academic year and cannot be applied retrospectively. The discount for two consecutive terms is not available across concurrent courses, e.g. Summer Term 2016-17 to Autumn Term 2017-18.
- 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.
- 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 15.
- 9.** For participants enrolled in the Spring term, should classes fall on Bank Holidays these will be rescheduled and shall extend the course to [compensate] for the Bank Holidays.
- 10.** When paying one of our concessionary fees (PhD, ECR, Outgoing Erasmus or TESOL Students), participants failing to provide evidence of concessionary fee eligibility 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.

**11.** Applicants must be over 18 years old at the start of the course. Applicants over 16 years old can enrol on language courses with 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 receiving notification that they have been enrolled on the course 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, minus an administrative fee of £20, provided a withdrawal request is received within 14 working days of receiving notification that they have been enrolled on the course. In accordance with the regulations an administrative fee should not be charged.

**14.2** In accordance with the regulations administrative and/or teaching fees should not be charged provided that a withdrawal request is received within 14 days of receiving notification that they have been enrolled on the course and that the service period hasn't started (14.4).

**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 enrolled for the complete course, will not be refunded if they withdraw for the second term.

**14.4** Withdrawal & refund deadlines:

- First term: Term commences October 3rd 2016; Withdrawal deadline is September 26<sup>th</sup> 2016 (for courses started in October 2016 only).
- Second term: Term commences January 23rd 2017; Withdrawal deadline is January 16<sup>th</sup> 2017 (for courses started in January 2017 only).
- Third term: Term commences May 1st 2017; Withdrawal deadline is April 24<sup>th</sup> 2017 (for courses started in April 2017 only).
- Third term: Term commences July 10<sup>th</sup> 2017; Withdrawal deadline is July 3rd 2017 (for courses started in July 2017 only).

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

## **15. Exceptional circumstances for withdrawal and refund**

**15.1** Requests for withdrawal and refund received after the withdrawal & refund deadlines will be considered only in instances of exceptional circumstances. Changes in residence, personal income or personal circumstances are not considered exceptional circumstances by the University.

**15.2** Request for a full or pro-rated refund should be made in writing to the University. Refund is subject to submission of satisfactory third party evidence (e.g. a doctor's note).

## **16. Cancelled courses**

If the University cancels a course and cannot offer a suitable alternative, then a full refund will be given. No administrative fee will be charged.

## **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. 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: <mailto:lalenquiries@le.ac.uk>

**20.2** 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](mailto: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).