Terms and Conditions applicable to the Imperial College
Lunchtime Learning and Evening Classes Programme
(last revised on 13 March 2018)

1. Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- **Application**
  - your application for a place on a Lunchtime Learning or Evening Class course as submitted online via the following link
  - [https://estore.imperial.ac.uk/product-catalogue/central-services/centre-for-languages-culture-and-communication](https://estore.imperial.ac.uk/product-catalogue/central-services/centre-for-languages-culture-and-communication)

- **Course**
  - the Imperial College Lunchtime Learning or Evening Class course, in respect of which you have submitted an Application

- **Event outside our Control**
  - is defined in Clause 9

- **Confirmed Place**
  - your place on the Course in respect of which you have received a confirmation of booking from Us

- **Imperial College (or Us)**
  - Imperial College of Science, Technology of Medicine of Exhibition Road, London SW7 2AZ, UK

- **Terms**
  - the terms and conditions set out in this document

- **Tuition Fee**
  - the tuition fee for the Course, payment of which will be one of the prerequisites for receiving a Confirmed Place

1.2 When We use the words “writing” or “written” in these Terms, this will include e-mail unless We say otherwise.

2. Our Contract with you

2.1 These are the terms and conditions on which Imperial College shall deliver the Course to you.

2.2 Please ensure that you read carefully these Terms, and check that the details on the Application are complete and accurate, before you submit your Application via the eStore.

2.3 You acknowledge that, if you enrol on the Evening Classes Main Programme (Autumn and Spring terms), that you are also subject to Imperial College’s Short Course Regulations (under the “short courses” tab at [http://www.imperial.ac.uk/about/governance/academic-governance/regulations/](http://www.imperial.ac.uk/about/governance/academic-governance/regulations/)).
In the event of any conflict between Imperial College’s Short Course Regulations and these Terms, Imperial College’s Short Course Regulations shall prevail.]

2.4 Following your online Application, you will instantaneously receive a payment confirmation email from the Imperial College eStore, followed in due course by an email from Us confirming either that you are enrolled on the Course or that we have rejected your Application (because of either over/underenrolment).

2.5 If We have rejected your Application, we shall arrange to refund your payment within 15 working days.

2.6 The contract between you and Imperial College shall only come into being when We have confirmed your enrolment on the Course.

2.7 The contract shall be deemed terminated at the end of the Course, unless your Confirmed Place is cancelled under Clauses 4 or 5 in which case the contract shall be deemed terminated at that point.

3. Tuition Fee and Payment

3.1 Full payment must be made at the time of application. Partial payment or any other kind of payment plan are not available.

3.2 Each applicant must determine via the information available on the programme website which one of three rate categories in operation applies to their enrolment prior to proceeding with any application. No course fee reductions other than those listed on the programme website are available.

3.3 Courses are not open to applicants under the age of 16 at the time of application. Applicants aged 16 or 17 must submit, no later than 2 days following the date of application, a Parental Consent form (available for download on the programme website) which follows Imperial College’s policy on minors. Exempt are under-age applicants who wish to join a Course alongside their parent or guardian.

3.4 Unless We have given permission, no applicant is allowed to attend sessions before full payment has been made.

4. Your Rights to cancel and Applicable Refund

4.1 Your right to cancel within fourteen days: You have the right to cancel your Confirmed Place for no reason within fourteen days of the day you received confirmation of your payment. You are entitled to a full refund of the Tuition fee unless you attend any of the sessions.

4.2 Your right to cancel where We change these Terms or if there is an Event Outside Our Control: If We are affected by an Event Outside Our Control (as defined in Clause 9) or if We change these Terms under Clause 10 to your material disadvantage (each a "Trigger Event") you have the right to cancel your Confirmed Place, provided that We receive your cancellation within 14 days of the day we have notified you of the relevant Trigger Event. In
such case, We shall refund you a pro rata amount of the Tuition Fee corresponding to the number of Course classes remaining to be delivered after your cancellation as a % of the total number of classes the Course consists of.

4.3 Other than in cases where clauses 4.1 or 4.2 apply, you will not qualify for a refund of all or any part of the Tuition Fee unless there is evidence of exceptional mitigating circumstances. Any refund will be at the sole discretion of Imperial College.

4.4 To cancel your Confirmed Place please inform us in writing, by emailing the Lunchtime Learning and Evening Classes Administrator. Contact details are available at:

http://www.imperial.ac.uk/centre-for-languages-culture-and-communication/contact-us/

5. Our Rights to cancel and Applicable Refund

5.1 We reserve the right to cancel the Course (and therefore your Confirmed Place):

(a) due to an Event Outside Our Control; or

(b) if the Course fails to meet the minimum recruitment level. We will contact you promptly if this happens.

5.2 If We have to cancel a Course under Clause 5.1 and you have a Confirmed Course Place, We will refund the Tuition Fee to you. We will not accept liability for any costs or losses incurred by you which are claimed to have arisen through cancellation of the Course.

5.3 Where We have already started a Course by the time We have to cancel under Clause 5.1(a), We will refund you a pro-rata amount of the Tuition Fee.

6. Your Responsibilities

6.1 A Parental Consent form must be submitted to Us at the time of application where applicable (see clause 3.3).

6.2 Advice regarding the suitability of a Course or Course level should be sought, if required, prior to an application being made. Contact details can be found on the programme website. Once term has commenced, should a (language) Course level be deemed unsuitable for the applicant’s level of proficiency We will endeavour to register the applicant for a different Course however this is subject to availability and to seeking advice from the lecturer or relevant language coordinator.

6.3 It is your responsibility to inform Us at any time of any accessibility needs and we will accommodate those as long as we are informed about them.

6.3 You shall conduct yourself appropriately at all times during delivery of the Course. We reserve the right to exclude you from the Course or take such other action as We deem appropriate if you behave in what We deem to be an unacceptable manner. If in the lecturer’s opinion you have behaved inappropriately (e.g. aggressively or disrespectfully in any way) you
will be excluded and not be entitled to a refund of all or any part of the Tuition Fee.

7. Certificates of Attendance

7.1 You are eligible for a certificate of attendance if you have attended a minimum of 80% of the classes on the Evening Classes Main Programme (ie. 16 out of 20 sessions), or 70% of the classes in the case of the Evening Classes Summer Programme (ie. 11 out of 16 sessions) or Lunchtime Learning (ie. 14 out of 20 sessions on the Main Programme, or 7 out of 10 sessions on the Summer Programme). Certificates of attendance are issued by the Course lecturer in the final class. Unclaimed certificates will only be held for collection in the Centre for Languages, Culture and Communication until 30th June. Collection should therefore be made as soon as possible.

8. Liability and Insurance

8.1 The liability of Imperial College in connection with the Course, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, will, in all circumstances, be limited (except in cases of liability for death or personal injury caused by Imperial College’s negligence, fraud or fraudulent misrepresentation and any other liability which, by law, cannot be limited) to the amount of the Tuition Fee paid by you.

8.2 Imperial College shall not be in breach of this agreement nor liable in the event that it has to postpone or cancel the Course (or any individual class on the Course) as a result of Events outside its Control.

8.3 You will be responsible for any damage you cause (including but not limited to furniture, fixtures, fittings and equipment).

8.4 You will indemnify Imperial College against all claims, losses, damages, actions, proceedings and costs in respect of accident, loss and damage, including personal injuries, however caused, in any part of the building in which the Course is taking place or on campus, and for any items you might bring into such building.

9. Events outside our Control

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any or any part, of Our obligations under these Terms that is caused by an Event Outside Our Control.

9.2 An Event Outside Our Control means any act or event beyond Our Reasonable control, including without limitation, strikes, riot, invasion, terrorist attack or threat or terrorist attack, war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunication networks.

10. Changes to the Terms

10.1 We may revise these Terms, from time to time, where such variation is necessary in
order to comply with relevant laws and regulatory requirements.

10.2 If we have to revise these Terms under Clause 9.1, We will give you at least one month’s written notice of any changes to these Terms before they take effect. You can choose to cancel your Place accordance with clause 4.2.

10.3 All reasonable efforts will be made to deliver the Course as outlined in the Course Specification and on the website, however Imperial College reserves the right to make reasonable changes to content listed in respect of the Course, including but not limited to the course structure, content, academic or other staff delivering, organising or assessing the Course, and the keynote speakers.

11. How We may use your Personal Information

11.1 The following order and personal information is collected at the time of application: order date and time, order number, applicant title, given name and surname, applicant email address, applicant contact telephone number (optional), net value of purchase, number of places purchased, Course selection, CID number of Imperial College members only, and affiliation if rate category B applicant (e.g. educational institution name, Imperial College alumni number, Friends of Imperial College membership number, postcode if South Kensington resident applicant).

11.2 The order and personal information listed under clause 11.1 will be used by Us

   (a) for standard administrative purposes. More information about these administrative purposes can be found on the following webpage:
   (b) to process your Tuition Fee payment; and
   (c) to inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

11.2 Any processing of personal data by Us will be made in accordance with the principles laid down in the Data Protection Act 1998 and related legislation, and with Our Data Protection Policy. Sensitive personal data as defined under the Data Protection Act 1998 will only be processed by Us with your consent or if the processing is necessary under the Act. Further information on Data Protection is available on Our webpage at:

11.3 Under the Data Protection Act 1998 you have a right to access a copy of the data held about you by Us by making a written application to The Data Protection Officer, Level 4 Faculty Building, Imperial College, South Kensington, London, SW7 2AZ, UK. Further information about how to go about submitting such an application, as well as Our Data Protection Policy and related Codes of Practice and Guidance, can be accessed on Our webpages at: http://www.imperial.ac.uk/admin-services/legal-services-office/data-
11.4 Our registration with the Information Commissioner's Office can be found at: http://www.ico.org.uk/ESDWebPages/DoSearch?reg=431832.

12. Intellectual Property

12.1 All intellectual property rights in works or materials provided by Imperial College to you as part of the Course (“the Materials”) shall remain the property of Imperial College or its licensors as appropriate. You are only permitted to use such Materials for your own personal use and are not permitted to copy, circulate or make them available to anyone without our consent.

13. Governing Law and Dispute Resolution

13.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

13.2 You and Imperial College irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

14. Complaints

14.1 If you have any complaint, please contact Us providing the following information:

(a) The Course are you complaining about (Course title, lecturer, date);
(b) The nature of the complaint (e.g. content is not what is described in the Course description);
(c) Specifics of your complaint here (e.g. contrast Course description and Course content);
(d) If teaching or course content related, whether you have already discussed your issue with the lecturer; and
(e) What would you like to happen now.

14.2 You can contact Us by telephoning or emailing the Lunchtime Learning and Evening Classes Coordinator. Contact details can be found at:

http://www.imperial.ac.uk/centre-for-languages-culture-and-communication/contact-us/