

**Imperial College London
Centre for Languages, Culture and Communication**

Short Courses (Evening Class, Daytime Adult Education Classes and Lunchtime Learning Classes)

Booking Terms and Condition

1. Introduction and interpretation

1.1 These terms and conditions ("Terms") apply to all short courses provided to customers by the Centre for Languages, Culture and Communication at Imperial College London ("we" "us" or "our", whether capitalised or not) under the marketing names Evening Classes, Daytime Adult Education Classes and Lunchtime Learning Classes ("Class", "Classes", "Course", "Courses", "Programme", "Programmes")

1.2 In these Terms, the following expressions have the following meanings: "Application" means your application for a place on the Course, made through the online application process; "Booking Form" means the online Booking Form supplied by us and completed by you; "Class", "Classes", "Course", "Courses", "Programme", "Programmes" means the course and mode of study set out on the Website in the course synopsis, description or other specification on the Website; "Event Outside Our Control" means an event or circumstances beyond our reasonable control, including extreme adverse weather conditions, power failure, loss of internet or poor connectivity, urgent or necessary maintenance that may arise from time to time, technical problems, strikes, staff illness and acts of god; "Fees" means the tuition fees and administration fees payable by you in relation to the Course; "Services" means the teaching services and related teaching materials that we will provide in relation to the Course; "Website" means our pages on the Imperial College London website at <http://www.imperial.ac.uk/evening-classes/> and other pages on the Imperial College London website that might be relevant to the organisation, administration, publicity, delivery and relevant terms and conditions applicable to the Course.

1.3 Where examples are given in these Terms by using words or phrases such as "including" or "for example" this will not restrict the meaning of the general related words.

1.4 Reference in these terms to "working days" are to days other than Saturdays and Sundays and public holidays.

1.5 If you enrol on a Course you are also subject to Imperial College's Short Course Regulations (under the "shortcourses" tab at <http://www.imperial.ac.uk/about/governance/academicgovernance/regulations/>).

2. About us and how to contact us

2.2 Evening Classes, Daytime Adult Education Classes and Lunchtime Learning Classes are operated at Imperial College by the Centre for Languages, Culture and Communication ("CLCC").

2.2.1 Our postal address is The Evening Class Manager, CLCC, Sherfield Building Level 3, Imperial College London, Exhibition Road, London SW7 2AZ.

2.2.2 Our telephone number is 020 7594 8756.

2.2.3 Our email address is: eveningclass@imperial.ac.uk

2.2.4 Our Website is www.imperial.ac.uk/evening-classes

3. Bookings

3.1 Your Application is an offer to us to enter into a binding contract with us to purchase a place on a Course. We are free to accept or decline your Application at our absolute discretion. Your offer is

only accepted when we send you written confirmation that your Application is accepted or that we are able to offer you a place on the Course (the "Confirmation"). Completion of an application form or payment of a monetary fee for a Course does not in itself constitute acceptance onto a Course.

3.2 At the point of our Confirmation, a contract will come into existence between us and you (the "Contract"). The Contract will continue until the completion of the Course, unless it is cancelled earlier in accordance with these Terms.

3.3 The Contract will be subject to these Terms and the Booking Form. We consider that these Terms and the Booking Form set out the principle elements of the agreement between you and us in relation to the Course, although you should also consult other documents where directed to do so by these Terms or the Booking Form or the Website.

3.4 Please check that the details in these Terms and the Booking form are complete and accurate. If you think that there is a mistake in the Terms or the Booking Form or that they do not contain relevant information that you are relying on, please notify us and ask us to confirm any agreed changes in writing before you submit your Application.

4. Late applications

4.1 If your Application is submitted within 5 working days of the Course commencing, we cannot guarantee that the Confirmation will reach you before the Course starts. In these circumstances, we will normally provide confirmation by phone or email however we do not guarantee to do so. If you do not receive confirmation before the start of the Course you should telephone us to confirm whether you have a place on the Course and the Course teaching location and times.

5. Delivery of the Services

5.1 We will use our reasonable endeavours to ensure that the Services meet the description set out in the Website in all material respects.

5.2 We will use our reasonable endeavours to comply with the timetable for the delivery of the Services as set out in the Website or as otherwise communicated to you. However, you agree that we have the right to change the dates, locations, means and mode for delivery of the Services in circumstances either beyond our control, or where we deem the maintenance of health and safety requires us to do so, including the right to switch in-person, face-to-face, or classroom based delivery of Services to online delivery of Services, and that we have the right to change, without notice, the personnel delivering the Services.

5.3 Where we are unable to comply with the timetable for the delivery of the Services which is set out in the Website, or otherwise agreed between us, due to circumstances either beyond our control, such as staff illness, or as set out in 5.2 the conditions set out in Term 15.1, 15.1.1 and 15.1.2 shall apply.

5.4 We may make any changes to the Services which are necessary to ensure that they comply with any applicable law or satisfy requirement or which do not materially affect the nature or quality of the Services, and we will notify you of any such changes.

5.5 The general nature of the Services for each Course is set out on the Website; however, as a general rule you should be aware that the provision of Services can differ depending on the nature of a Course. Services can include lectures, discussion groups, role and game playing, group work, practical or technical sessions, watching or listening to audio-visual material, undertaking tasks in a text or work book or copies thereof, and other recognised teaching methods. Services can be delivered in person in a classroom or other location, or through online teaching methods. Services does not necessarily indicate direct interaction with the teacher or tutor delivering the Services on our behalf, and in practical and technical classes, such as art, photography, music technology, and other classes, you may be directed to work on activities set by the teacher or tutor on your own or in a group with intermittent tutor interaction. You may also be directed to work on activities set by the teacher or tutor on your own or in a group with intermittent tutor interaction on any class where there is an organised off-site visit.

6. Your obligations

6.1 By enrolling on a Course you agree to:

- (a) maintain an immigration status that entitles you to undertake the Course,
- (b) attend classes for the Course regularly and on time;
- (c) ensure that you have a level of spoken and written English sufficient to allow you to participate in the Course (by way of a guideline, if English is not your first language, we would expect you to have an IELTS score of 6.0, or equivalent, for lecture courses);
- (d) refrain from using any audio or visual recording equipment during classes or practical sessions;
- (e) comply with our health and safety rules as notified to you from time to time, including by wearing suitable clothing and footwear for practical classes;
- (f) conduct yourself in a professional and courteous manner and refrain from causing offence or nuisance to us, our staff or other students;
- (g) provide the equipment and materials that we advise you to on the Website or in the Course induction information required for the Course;
- (h) only use any facilities and equipment provided by us during the stated hours for delivery of the Course;
- (i) You will be responsible for any damage you cause (including but not limited to furniture, fixtures, fittings and equipment).
- (j) not provide access to, or share login details or content of Courses with any third parties.

6.1.1 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 from the Course and not be entitled to a refund of all or any part of the Course Fee.

6.2 You are required to seek advice regarding the suitability of a Course or Course level prior to a booking for a Course being made. Contact details of those who can offer advice, particularly for language levels, can be found on the Website. Once a Course 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.

7. Fees and payment

7.1 The Fees payable are as published on the Website.

7.2 Fees are payable in sterling (GBP).

7.3 The Fees are payable at the same time as you submit your booking Form. If we do not accept your booking, we will refund to you any Fees you have paid within 14 days of rejecting your booking.

7.4 If you do not pay the Fees in accordance with these Terms you will not be entitled to start the Course.

7.5 All Fees stated are inclusive of VAT.

7.6 Fees can only be paid on-line by using a credit or debit card

7.7 Unless we have given prior permission, you are not allowed to attend sessions before full payment has been made.

8. Minimum age requirement and dependent minors

8.1 We cannot accept your Application unless you are aged 16 or over, unless the Course is specifically advertised as being for persons under that age. By submitting your Application for any Course not advertised as being for persons under 16, you warrant that you are aged 16 or over. If this turns out to be incorrect, we will be entitled to cancel the Contract on written notice to you.

8.1.1 If you are aged under 18 you must have permission from your parent or legal guardian to take part in a Course prior to the start of the course, through the submission of a signed Declaration of Parental/Guardian Consent.

8.1.2 In line with Imperial College policy, dependent minors, including babies, toddlers and children under 16, are not permitted to attend Classes even if accompanied by a parent or guardian.

9. Guests and visitors

9.1 You are not permitted to bring guests or visitors to Classes. Only those who are enrolled on a Course are permitted to attend a Course.

10. Overseas applicants

10.1 We do not provide letters of invitation or other documentation for visa application purposes for taking part in a Course.

11. Your legal cancellation rights

11.1 You have a legal right under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 to cancel the Contract up to 14 days from the date on which you submit your Booking Form for the Course (the "Cancellation Period") without giving any reason, or prior to the start of the first session of the Course, whichever is the sooner.

11.2 To cancel the Contract within the Cancellation Period you must inform us by emailing us at eveningclass@imperial.ac.uk

11.3 If you cancel the Contract in accordance with paragraphs 11.1 and 11.2 you will receive a full refund of Course fees paid; no refund will be payable after 14 days of the date on which submit your Booking Form for the Course, or upon commencement of the first session of the Course, whichever is the sooner, except where other paragraphs in these Terms may apply (see also 11.4).

11.4 After the start of the first teaching session of the Course you will be considered to have used the Service, whether you attend the first teaching session or not, and no refunds will be payable under paragraphs 11.1 and 11.2.

11.5 The other paragraphs of these Terms set out your other rights to cancel the Contract which are in addition to and do not affect your rights under paragraph 11.1

11.6 Refunds payable under this paragraph may take up to 14 days to process.

12. Your other cancellation rights

12.1 You may cancel the Contract at any time if:

12.1.1 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;

12.1.2 an Event Outside Our Control prevents us from providing the Services when we are supposed to for 4 weeks or more.

12.2 Refunds payable under this paragraph may take up to 14 days to process and are also subject to paragraph 14.2.

13. Our cancellation rights

13.1 We may cancel the Contract no later than 7 (seven) working days before the Course starts if there is low demand for the Course, in which case you can either:

13.1.1 transfer onto an alternative available course (and receive a partial refund of the Fees if the fees for the alternative course are less than the Fees); or

13.1.2 cancel the Contract and receive a refund of the Fees.

13.2 We may cancel the Contract if an Event Outside Our Control prevents us providing the Services

13.3 we may cancel the Contract or suspend you from the Course on written notice to you if:

13.3.1 your attendance falls below reasonably acceptable levels (other than for reasons outside your reasonable control);

13.3.2 you do not pay the Fees when you are supposed to;

13.3.3 we discover that you do not have an immigration status entitling you to undertake the Course;

13.3.4 you break the Contract in a material way and do not correct the situation within 14 days of us asking you in writing to do so;

13.3.5 you share copyrighted Course content with any third party without our prior written permission.

13.4 We will not accept liability for any costs or losses incurred by you which are claimed to have arisen through cancellation of the Course.

13.5 Notification of the cancellation of the Course will be made via email sent to the most recent email address you have indicated we should use to contact you.

13.6 Refunds payable under this paragraph may take up to 14 days to process and are also subject to paragraph 14.2.

14. Payment of refunds

14.1 If you become entitled under these Terms to receive a refund then:

14.1.1 refunds will be paid in sterling (GBP);

14.1.2 we will endeavour to pay refunds by the same means as you paid the Fees of the Fees were paid on your behalf;

14.2 All refunds payable may take up to 14 days to process; additional time may be needed by your bank to credit any refunds to the account to which they are credited and we accept no responsibility for payments delayed or lost due to third party actions or lack thereof.

15. Postponement of classes for reasons beyond our control

15.1 If a class is cancelled or postponed for reasons beyond our control, including staff illness or technical failure on our part, we will make every reasonable effort to reschedule the class or to add the missed hours on to the remaining Course classes if possible, however we do not guarantee that it will always be possible to reschedule a class.

15.1.1 Where it is not possible to reschedule a class that has been cancelled or postponed for reasons beyond our control we do not offer financial refunds or other recompense for any loss of taught time or consequential loss arising from the cancellation or postponement.

15.1.2 Where we do reschedule a class or to add the missed hours on to the remaining Course classes, we do not offer financial refunds or other recompense should you not be able to attend the rescheduled class or classes, or additional time added to other classes.

15.1.3 Where access to the online delivery of services is not possible as a result of technical failure on your part or the part(s) of third-parties commissioned by you to provide access to our services, such as, but not limited to, your internet service provider, computer equipment or group networking app and membership providers used by you to access our services, we shall not be deemed liable for the loss of any access to our services.

16. Transfers and substitutions

16.1 You may transfer onto an alternative Course as long as:

16.1.1 a place on a suitable alternative Course is available;

16.1.2 you make your written request at least one month before the original Course is due to start or, if make your request later than this, another student can be found for your place;

16.1.3 you pay the difference between the Fees you have paid and any increased or additional fees applicable to the alternative course;

16.1.4 you have not already transferred between courses on a previous occasion; and

16.1.5 you pay us an administrative charge of £40.

16.2 You may transfer your place on the Course to a substitute student as long as:

16.2.1 you notify us in writing of the substitute student's name no later than 1 week before the Course starts;

16.2.2 the substitute satisfies all of the requirements set out in these Terms and conditions;

16.2.3 This is subject to an administrative charge of £40.

17. Non-attendance

17.1 Non-attendance at classes due to reasons other than our default does not entitle you to refunds, extra tuition or a transfer.

17.2 If, for reasons outside your reasonable control (such as illness) you miss classes, we will use our reasonable endeavours to offer you additional support, subject to you paying our additional charges.

18. Events outside our control

18.1 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. Our liability to you, insurance and Covid-19 liability

19.1 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.

19.2 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.

19.3 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 or on off-campus study trips, and for any items you might bring into such buildings or on study trips.

19.4 In consideration of your participation in any study trip ("Study Trip") organised in relation to a course of study organised by or on behalf of the CLCC or other section or department of Imperial College, before taking part in any Study Trip you must make yourself aware of the existence of the risks associated with the possibility of contracting COVID-19 when engaged in activities in the public sphere, and therefore of the risks for the safety of yourself and other participants in the Study Trip; in doing so you confirm the following:

- 19.4.1** that you have not, nor have any member(s) of your household, experienced symptoms of fever, fatigue, difficulty in breathing, or dry cough or exhibited any other symptoms relating to COVID-19 or any communicable disease within 14 days prior to any Study Trip;
- 19.4.2** you have not been, nor any member(s) of your household has been, diagnosed to be infected with COVID-19 virus within 30 days prior to any Study Trip;
- 19.4.3** that you are fully and personally responsible for your own safety and actions while on, and during your participation in, the Study Trip and you recognise that you may be at risk of contracting COVID-19 during the Study Trip;
- 19.4.4** with full knowledge of the risks involved and in the absence of any negligence or other breach of duty by Imperial College London, you hereby release, waive, discharge Imperial College London, its Council, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by you related to COVID-19 while participating in any activity in, on, or around the premises of Imperial College London, or in other locations organised by Imperial College London, including but not restricted to Study Trip participation and travel to and from the Study Trip that may lead to unintentional exposure or harm due to COVID-19;
- 19.4.5** that during the Study Trip you will abide by UK governmental and/or Public Health England advice and regulations relating to the Covid-19 outbreak, including but not limited to, social distancing advice and regulations;
- 19.4.6** that if you, or any member(s) of your household, experience symptoms of fever, fatigue, difficulty in breathing, or dry cough, or exhibit any other symptoms relating to COVID-19 or any communicable disease prior to the commencement of the Study Trip, you will withdraw yourself as a participant in the Study Trip immediately and enter self-isolation according to the current UK governmental and/or Public Health England advice and regulations.

20. Certificates

20.1 A certificate of attendance will be issued to you in the name specified in your Application Form, if you have attended at least 80% of the sessions on the Course.

20.2 As expressly stated in the Website, we only issue certificates of attendance and not certificates of attainment of a particular grade, qualification or standard.

20.3 Certificates of attendance will usually be issued in by email at the end of the Course. Duplicate certificates and confirmation of certification or attendance on a course will only be available for up to 12 months following completion of a Course. After 12 months following completion of a Course no certificates or confirmation of certification or attendance will be available.

21. Data protection

21.1 We will use the personal information you provide to us to:

- (a) provide the Services;
- (b) process your payment for the Fees; and
- (c) inform you about similar products or services that we provide, but you may as us at any time to stop using your information in this way.

21.2 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: <http://www.imperial.ac.uk/admin-services/legalservicesoffice/data-protection/>

21.3 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/adminservices/legal-services-office/dataprotection/subject-access-requests/>

21.4 Our registration with the Information Commissioner's Office can be found at: <http://www.ico.org.uk/ESDWebPages/DoSearch?reg=431832>.

22. Complaints

If you have any complaints about the Services, please follow the complaints procedure set out on the Website. Only complaints which are submitted using the procedures set out on the Website will be considered by us.

25. 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.

26. Other important Terms

26.1 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.

26.2 Except as set out in paragraph 16.2 you may not transfer your rights or obligations to any other person.

26.3 The Contract is between you and us. No other person shall have any rights to enforce any of its terms.

26.4 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.

26.5 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.

26.6 Successful enrolment on a Course does not confer student status and no student facilities are available to participants in a Course, such as Library, Students Union or other facilities aimed at Imperial College London or other students.

26.7 The use of the phrase "Term Dates", "Start of Term" or "End of Term" in any documentation referring to our Courses refers solely to the term dates of a Course, not the term dates for Imperial College London as a whole.

26.8 In relation to online courses, should you incur financial charges to your internet service provider while you are accessing and/or downloading any course materials and or gaining access to our services, or financial charges to third parties for use of the software necessary to access and/or download any course materials and or gain access to our services you are responsible for paying any such charges.

26.9 In relation to online courses, you are required to accept that we cannot be held responsible for any delay or disruptions to your access to an online course as a result of:

- (a) the failure in operation of the internet and the world wide web, including but not limited to viruses;
- (b) any firewall restrictions that have been placed on your network or the computer you are using to access the course;
- (c) failures of telecommunications links and equipment;
- (d) updated browser issues; or
- (e) issues relating to the technical quality of the equipment you use or intend to use to access the online course.

In the event of such delays or disruptions no financial refunds or compensation shall be payable by us.

27. Intellectual Property

27.1 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.

28. Governing Law and Dispute Resolution

28.1 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.

28.2 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.

29. Changes to these Terms

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

29.2 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.

29.3 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.