

Faculty of Arts & Humanities

Modern Language Centre



TERMS AND CONDITIONS – CORPORATE & TAILOR-MADE TUITION

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR CONTRACT WITH KING'S COLLEGE LONDON

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1. Definitions

- 1.1 In the following terms and conditions, "we" refers to the Modern Language Centre (MLC) of King's College London (King's) of Strand, London, WC2R 2LS.
- 1.2 "You" refers to a client or prospective client taking a Tailor-made course.
- 1.3 "Tailor-made course" refers to any scheduled courses which we offer and which take place as agreed. The course content, schedule and fees are set out in the Corporate & Tailor-made Tuition section of our website here:

<https://www.kcl.ac.uk/modern-language-centre/courses/corporate-and-tailor-made-tuition.aspx>

2. Contract with KING'S

- 2.1 The purpose of these terms and conditions is to set out the contractual basis for your relationship with King's when you confirm a Corporate or Tailor-made course. These are the terms and conditions on which we shall provide the course to you.
- 2.2 Your contract with King's is made up of: these terms and conditions, the course details form (see appendix) and written confirmation of your course.
- 2.3 Please read these terms carefully before you submit your application to us. These terms tell you who we are, how we will provide the course to you, how you and we may change or end the contract, what to do if there is a problem, and other important information.
- 2.4 We are King's College London, a body incorporated by Royal Charter in England and Wales. Our principal address is Strand, London, WC2R 2LS.
- 2.5 You can contact us by telephoning our Language Resources Centre at +44 (0)20 7848 1006 or by writing to us by email at language.tuition@kcl.ac.uk or by post to the address shown above.
- 2.6 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your application. When we use the words "writing" or "written" in these terms, this includes emails.
- 2.7 We will confirm your course when we have received full payment of your fees and charges or a signed sponsorship form from you or a suitable third party on your behalf. We will then email you to confirm your course and it is at this point that a binding contract will come into existence between you and us.
- 2.8 If we are unable to confirm your requested course, we will inform you of this in writing and will not charge you for the course.

3. Course confirmation

- 3.1 There is no award on completion of our Tailor-made courses unless stipulated in the course details form. However, a certificate of attendance can be provided on request.

- 3.2 We only confirm courses when we receive full payment, or partial payment if agreed in the course details form or a signed sponsorship form. The sponsorship form is available in appendix II.
- 3.3 The course must be completed within the time period stipulated on the course details form.
- 3.4 If a client wishes to withdraw from a group course after the course has started, fees will not be refunded. If one or more clients join the class after it has started, the fee paid by each client in the group will not be reduced.
- 3.5 A client may be refused to join a group course if they are found to not be at the level stipulated in the course details form.

4. Fees and payment

- 4.1 You must pay the fees as stipulated in the course details form. We do not offer drop-in or pay-as-you-go courses.
- 4.2 Basic tuition fees for Corporate & Tailor-made courses are stated on our website at:
<https://www.kcl.ac.uk/study/modern-language-centre/courses/corporate-and-tailor-made-tuition.aspx>
- 4.3 You may also be required to purchase a course textbook and work book. These books cost from £20.00, depending on the language and level. The books in question will be recommended by the teacher in the individual learning plan.
- 4.4 Payment of fees shall be made online via our website with a credit or debit card, in person by credit or debit card, or by cheque. We do not accept cash payment. If your sponsor is paying an invoice, this will be raised upon course confirmation and shall be paid within 30 days.
- 4.5 A client will be regarded as responsible for their own fees even if they have arranged for fees to be paid by a third party. In the event of non-payment of part or all fees by a sponsoring organisation or other third party, the outstanding amount will be payable by the client.
- 4.6 Payments must be in GB pounds sterling. Clients are responsible for currency conversion costs.

5. Discounts

- 5.1 If a client confirms a course of 30 hours or more, the fee paid for a taster session will be deducted from the total course fee.
- 5.2 Discounts are available for longer courses. Please contact us for a quote at language.tuition@kcl.ac.uk. Please note quotes are only valid within the same academic year.

6. Client status

- 6.1 If you are enrolled on a Tailor-made course, and you are not currently a registered King's student you do not acquire King's College London student status. You are considered to be a visitor to the university. Student cards will be issued to enable you to access your classrooms

and you are entitled to use open access facilities at the university. You are not entitled to use library services or other services provided for King's College London students.

- 6.2 If you have studied a Tailor-made course, you do not have King's College London alumnus status.

7. Changes to courses

- 7.1 King's will seek to deliver each course in accordance with the course details form agreed.
- 7.2 There may be cases when it is desirable or necessary for King's to make changes in course provision, either before or after course confirmation. King's therefore reserves the right to:
- i. make reasonable changes to the timetable, location or academic staff specified for a course; and
 - ii. make reasonable changes to the content and syllabus of a course when necessary.
- 7.3 If we change the day, time or campus of a course we will notify you by email as soon as reasonably practicable so that the change can be agreed.

8. Lesson cancellations and rescheduling

- 8.1 Lessons must be held on the agreed time and day as per the Schedule provided in the course details form. A minimum of 2 business days is required to make changes to the agreed timetable. If notification is not received in time, the lesson will not take place but the full fee for that lesson will be retained as a cancellation charge.

Replacement classes can only be scheduled within the duration of the contract. Any other arrangement is at the sole discretion of the Modern Language Centre. In any case, a maximum limit of 3 months from the date of the original final last class of the contract will apply.

Clients wishing to reschedule or cancel a class should contact the MLC (language.tuition@kcl.ac.uk, 020 7848 1006).

- 8.2 The course must be completed within the arranged time period unless otherwise agreed.
- 8.3 Client(s) must inform the MLC if they are going to be late for a lesson.
- 8.4 If there are disruptions outside the control of King's, this includes but is not limited to: industrial action which it is not within the capacity of King's to resolve; severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks. We would normally expect such events to be short term, and we will take steps to minimise any disruption to your programme.
- 8.5 We recognise that there may be occasions the agreed notice period cannot be met. The MLC follows the College's guideline on Mitigating circumstances. Mitigating circumstances are defined as "recognisably disruptive or unexpected events, beyond the student's control, that might have a significant and adverse impact on their academic performance." More

information can be found at the following link:
<https://www.kcl.ac.uk/aboutkings/quality/academic/assessment/mitigating-circumstances>

- 8.6 Guidance on evidence required to support mitigating circumstances
A table providing examples can be found in appendix III.
- 8.7 Circumstances that would not meet the definition of mitigating circumstances
A table providing examples can be found in appendix IV.

9. Refunds & withdrawals

- 9.1 We do not offer refunds for classes which you are unable to attend because of unforeseen changes in your circumstances without 2 business days' notice.
- 9.2 We will only consider a request for withdrawal if there are exceptional circumstances, such as serious illness or bereavement of a close family member. You must submit satisfactory third-party evidence of the circumstances (e.g., a doctor's note or death certificate).
- 9.3 The course can be terminated by either contracting party by submitting four weeks' written notice.
- 9.4 We will deduct a £20.00 administrative fee from the refund.

10. Client conduct

- 10.1 Clients are expected to conduct themselves in a professional manner suitable to a study environment, and to observe and comply with King's Health and Safety rules. Failure to do so may result in King's asking the client to leave the course. No refund will be given under such circumstances.

11. Complaints

If you have a complaint, you should follow the complaints procedure outlined at the end of this document.

12. Data protection

- 12.1 By paying your fees you agree to King's collecting and using your individual personal data, including, in exceptional circumstances, sensitive personal data. This will be done in accordance with the principles set out in the 2018 General Data Protection Regulation (GDPR). These include ensuring that your data will only be used in a way which is fair, lawful and secure.

13. Limitation of our liability to you and others

- 13.1 Nothing in these terms and conditions will limit or exclude our liability for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.

- 13.2 Otherwise, our liability to you with respect to the provision of your course, the cancellation, postponement, or amendment of the course, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject matter of these terms and conditions, is limited to the total amount of tuition fees paid by you in respect of the course.
- 13.3 For the purposes of paragraphs 13.1 and 13.2 "King's" also includes King's officers, employees and agents, and those paragraphs may be enforced by such officers, employees and agents. Otherwise, neither party intends that any of these terms will be enforceable by any third party.

14. Law and jurisdiction

- 14.1 Your contract with King's and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Last updated: August 2018

MODERN LANGUAGE CENTRE

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Appendix 1: Corporate & Tailor-made course details form

Course name	
Course attendant's name(s)	
Language	
Tutor	
Current language level	
Target language level	
Class size	
Location	
Start date	
Finish date	
Total hours	
Fee per hour	
Total fee	

I have read the course terms and conditions in full Yes No

Please note: Full payment of the course fees is taken as an agreement to the course details and the terms and conditions.

Signed: _____

Name: _____

Date: _____

Appendix II: Language course sponsorship form

Please indicate the company's or individual's agreement to pay the fees for this language course by completing and returning this form, together with the student's completed application form to: Modern Language Centre, King's College London, 170 Strand, London WC2R 2LS Tel: 020 7848 1006 Email: language.tuition@kcl.ac.uk

Student Details	
Student name:	

Course Details	
Language:	
Level:	
Programme:	Tailor-made course

Invoice Details	
Name of person to whom the invoice should be sent:	
Invoice Address:	
Postcode:	
Tel no:	
Email	
If student is being sponsored by a company / Department please list:	
Company / Department name:	
Job title / position of sponsor:	
Registered VAT number	
Purchase order number (if required) or King's departmental account code	

Agreement to Pay	
Fee to be invoiced:	£
<i>By signing this form, the individual or company listed above has entered into an agreement to pay the fees for the student and language course listed above. The Terms & Conditions for the language Programme enrolled for apply, including any withdrawal & refund deadlines.</i>	
Signature:	
Date:	

Appendix III: Examples of mitigating circumstances

The following table provides examples of the kinds of circumstances that would normally be considered acceptable mitigating circumstance, with information on what evidence would be required in each case. This list of required evidence is provided as a guide and is not exhaustive. The MLC recognises that it can be difficult to disclose sensitive, personal information to other parties. As such, please note that all documentation provided will be treated sensitively and will remain confidential.

Circumstance	What evidence is required? Please note any medical certificate should be from a UK-based medical practitioner or one recognised by UK
Illness	<p>Confirmation of the illness, the impact the illness would have/has had on the dates concerned. This should be provided on:</p> <ul style="list-style-type: none"> • An original medical certificate; <i>or</i> • A letter from King's support services who have been actively supporting you; <i>or</i> • A letter from external support services who have been actively supporting you.
Hospitalisation	<p>Confirmation of the illness, the impact the illness would have/has had on the affected assessment(s) and the dates concerned. This should be provided on:</p> <p>An original medical certificate/letter.</p>
Family illness	<p>Confirmation of the illness, the impact that this would have/has had on the affected assessment(s) and the dates concerned. This should be provided on:</p> <ul style="list-style-type: none"> • An original medical certificate/GP letter; <i>or</i> • A letter from King's support services who have been actively supporting you; <i>or</i> • A letter from external support services who have been actively supporting you.
Bereavement	<p>A letter confirming the death from an independent person (usually not a family member) with their contact details provided and including a view on the closeness of the relationship to you. A death certificate or order of service are other forms of acceptable evidence and are all that would be required where the closeness of the relationship is evident (e.g. for a close relative - a parent, sibling, or child). Where the closeness of the relationship is less obvious, a certificate/order of service also should be accompanied by a letter from an independent person, as outlined above.</p>

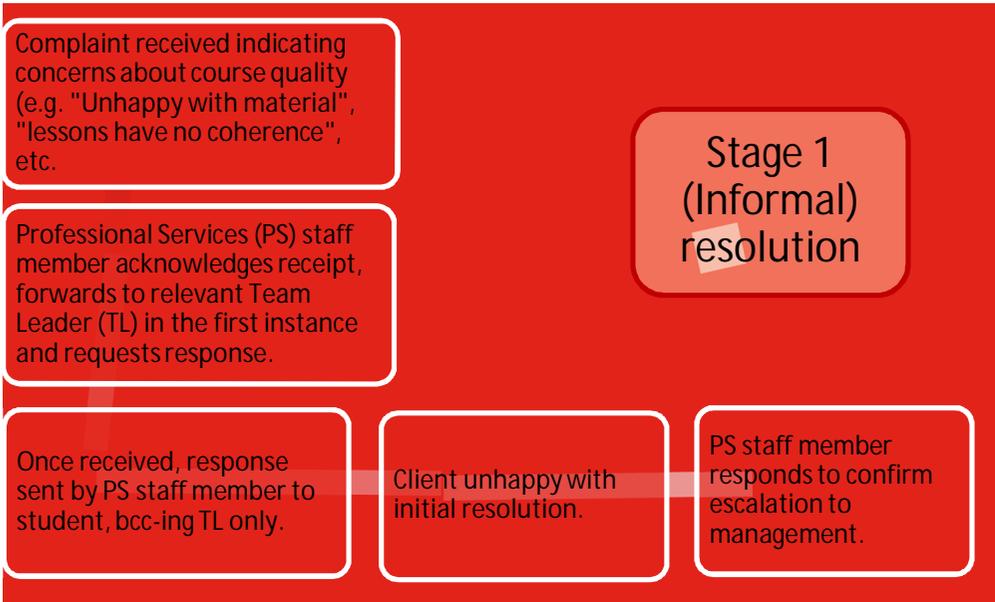
Circumstance	What evidence is required? Please note any medical certificate should be from a UK-based medical practitioner or one recognised by UK
Acute Personal Difficulties	<p>Confirmation of the circumstances, the impact that these would have/have had on the affected assessment(s) and the dates concerned. This should be provided on</p> <ul style="list-style-type: none"> · An original medical certificate/GP letter; <i>or</i> · A letter from King's support services who have been actively supporting you; <i>or</i> · A letter from external support services who have been actively supporting you.
Pregnancy-related illness	The requirements for illness, hospitalisation etc. should be followed if there is a specific incident during pregnancy.
Victim of crime	Police report (including a crime reference number). If the incident has resulted in your seeking medical attention then the requirements for illness should be followed.
Domestic Disruption	<p>Confirmation of the circumstances, the impact that these would have/have had on the affected assessment(s) and the dates concerned. This should be provided on:</p> <ul style="list-style-type: none"> · A letter from an independent authority (eg social worker, counsellor); <i>or</i> · A police report (inc. crime reference number); <i>or</i> · A letter from King's support services who have been actively supporting you.
Representing the College or your Country at a significant/ prestigious event	<p>A letter of confirmation from the relevant organising body and a supporting statement from the student and/or member of staff explaining why the event should be considered as significant/prestigious.</p> <ul style="list-style-type: none"> · Student athletes with an international commitment (such as an international training camp or world-standard competition) should supply third-party evidence of the commitment.
Jury Service (UK)	A letter from the Court.
Court Attendance (UK)	If you are required to attend a tribunal or court as a witness, defendant (not for 'Criminal Conviction') or plaintiff, please
Road Traffic Incident	<p>If you have been involved in a road traffic incident, either as a passenger or as the driver, evidence must be provided detailing the time and place that the incident occurred including:</p> <ul style="list-style-type: none"> · A police report (including a crime reference number); <i>or</i>

Circumstance	What evidence is required? Please note any medical certificate should be from a UK-based medical practitioner or one recognised by UK
Jury Service (UK)	<ul style="list-style-type: none"> • A letter from the Court.
Court Attendance (UK)	<ul style="list-style-type: none"> • If you are required to attend a tribunal or court as a witness, defendant (not for 'Criminal Conviction') or plaintiff, please provide a solicitor's letter including the dates of the legal proceedings and the requirement for you to attend.
Road Traffic Incident	<p>If you have been involved in a road traffic incident, either as a passenger or as the driver, evidence must be provided detailing the time and place that the incident occurred including:</p> <ul style="list-style-type: none"> • A police report (including a crime reference number); <i>or</i> • Insurance reference number/record of the event.

Appendix IV: Examples of mitigating circumstances

The following are examples of the kind of circumstances that are likely to be considered unacceptable. However, the MLC will consider every case individually and on its own merit.

Circumstance
<p>Transport issues</p> <p>It is your responsibility to arrive at the class on time, irrespective of the form of transport used or relied upon. Exceptions to this might be industrial action or other significant disruption that is beyond your control. Evidence of any significant disruption would be required.</p>
<p>Holidays</p> <p>All holidays and vacations should take place at a time that will not impact on your availability to study.</p>
<p>Misreading the timetable</p> <p>It is your responsibility to ensure that you have an accurate understanding of the location, time and duration of all classes.</p>
<p>Paid employment or voluntary work</p> <p>It is your responsibility to manage other commitments so that they do not adversely interfere with your studies.</p>
<p>IT and/or computer failure</p> <p>It is your responsibility to ensure that all work which is electronically stored, generated and/or submitted is sufficiently backed up.</p>
<p>Foreseeable/preventable circumstances</p> <p>Where the circumstances are within your control.</p>
<p>Not disclosing circumstances</p> <p>The College can only consider circumstances if they are disclosed in accordance with the regulations.</p>



**MLC Tailor-Made & Corporate Tuition
Complaints Procedure**



Stage 2 (Formal) resolution



Non-academic nature of complaint



Academic nature of complaint

