

**TERMS AND CONDITIONS –
EVENING, SATURDAY AND SUMMER LANGUAGE COURSES**

**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 of Strand, London, WC2R 2LS.
- 1.2 Student refers to someone participating in one of the Modern Language Centre’s Evening, Saturday or Summer Language Courses. Note that this is not the same status as defined by the College’s Academic Regulations for those studying degree-level programme
- 1.2 “Evening Language Courses” refers to any scheduled courses which we offer to the general public from September to August and which start at 18.00 or later.
30-week Evening Language Courses have 30 lessons of 1.5 hours each.
10-week Evening Language Courses have 10 lessons of 1.5 hours each.
5-week Evening Language Courses have 5 lessons of 3 hours each.

The course descriptions, structure and fees are set out on our web pages entitled ‘Evening Language Courses’, which can be found here:

<https://www.kcl.ac.uk/modern-language-centre/courses/evening-language-courses.aspx>

- 1.4 “Saturday Language Courses” refers to any scheduled courses which we offer to the general public from September to August and which take place on a Saturday. The course descriptions, structure and fees are set out on our web pages entitled ‘Saturday Language Courses’, which can be found here:

<https://www.kcl.ac.uk/modern-language-centre/courses/saturday-language-courses.aspx>

- 1.5 “Summer Language Courses” refers to any scheduled intensive courses which we offer to the general public with a start date from June to September. The course descriptions, structure and fees are set out on our web pages entitled ‘Summer Language Courses’, which can be found here:

<https://www.kcl.ac.uk/modern-language-centre/courses/summer-language-courses.aspx>

- 1.6 A “course part” is a 15-hour component of an Evening or Saturday Language Course for which students can enrol separately from other course parts.
- 1.7 A “transfer” is a move from a course or course part to another course or course part which starts in the same week and runs for the same number of weeks as the course or course part on which you are enrolled, e.g. from one ten-week course starting in October to another ten-week course starting in October .
- 1.8 “You” refers to a student or prospective student on one of our Evening, Saturday or Summer Language Courses.

2. Contract with King’s College London

- 2.1 We are the Modern Language Centre of King’s College London, a body incorporated by Royal Charter in England and Wales. Our principal address is Strand, London, WC2R 2LS.
- 2.2 The purpose of these terms and conditions is to set out the contractual basis for your relationship with King’s College London when you enrol for an Evening, Saturday or Summer Language Course. These are the terms and conditions on which we shall provide the course to you.

- 2.3 Your contract with King's College London is made up of these terms and conditions, the course description on our web pages (which will also be on our online learning environment, KEATS) and the written confirmation of your enrolment.
- 2.4 Please read these terms carefully before you submit your enrolment 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. If you think that there is a mistake in these terms, please contact us to discuss this.
- 2.5 You can contact us about Evening, Saturday and Summer Language Courses by telephoning our Modern Language Centre on +44 (0)20 7848 2890, writing to us via email at mlc@kcl.ac.uk or by post to the address shown above.
- 2.6 If we must contact you, we will do so by telephone or by writing to you at the email address or postal address which you provided on your online application. When we use the words "writing" or "written" in these terms, this includes emails.
- 2.7 We will process your enrolment when we have received a completed online application and full payment of the course's fees by you, or the full details of the sponsor responsible for full payment of fees. You will then receive an auto-generated email confirming your enrolment and it is at this point that a contract will come into existence between you and us.
- 2.8 If we are unable to accept your enrolment (e.g. if the course you have selected is already full), we will inform you of this in writing and will issue a full refund for the course. We process enrolments on a first-come, first-served basis.
- 2.9 You must be 18 years old or over on the first day of the course, with the exception of individuals who are already enrolled on a Higher Education programme of study at King's College London or individuals who are a pupil at King's Maths School or individuals participating in approved widening participation schemes. Information about approved widening participation schemes can be found on the King's College London website at: <http://www.kcl.ac.uk/study/widening-participation/index.aspx>

3. Enrolment

- 3.1 You are responsible for taking reasonable steps to ensure that the level of course on which you enrol is appropriate for you.
- 3.2 We only process enrolments when we receive a completed online application and full payment by you or the full details of the sponsor who will be responsible for payment of your fees.
- 3.3 We reserve the right to refuse enrolments for Level 1 Part 1 courses after the first lesson of the course.
- 3.4 We reserve the right to refuse enrolments for courses at a higher level than Level 1 Part 1 after the second first lesson of the course.
- 3.5 We reserve the right to refuse enrolments where a student or prospective student is a debtor of Kings College London.
- 3.6 We reserve the right to refuse enrolments where a student or prospective student has a relevant unspent criminal conviction (see section 15 for further details).

4. Fees & payment

- 4.1 You must pay the fees for the whole course when you apply, unless your fees are being paid by a sponsor (see paragraph 4.5). We do not offer drop-in or pay-as-you-go courses.
- 4.2 The tuition fees for the course are stated on our website. Please refer to the below page for each type of course to check the fees:
<https://www.kcl.ac.uk/modern-language-centre/languages/our-fees>
- 4.3 In addition to the tuition fees, you will also be required to purchase a course textbook and work book. These books cost between £20.00 and £65.00 each, depending on the language and level.
- 4.4 We strongly advise that you do not purchase the books until after the first lesson has taken place. Books will not be required for the first lesson.
- 4.5 Payment must be made online via the King's website with a credit or debit card. We do not accept payment of fees in cash or by cheque. If your sponsor is paying an invoice, this will be raised within the first two weeks of the course and must be paid within 28 days.
- 4.6 You will be regarded as responsible for your own fees even if you have arranged for fees to be paid by a third party. If the sponsoring organisation or other third party does not pay part or all of the fees, the outstanding amount will be payable by you and we will invoice you accordingly.
- 4.7 If you do not pay the full amount of the fees for a course, you will not be permitted to attend lessons, you will not receive any documentation relating to the course (including certificates) and you will not be allowed to enrol on subsequent MLC courses.
- 4.8 Payments must be in GB pounds sterling. You are responsible for currency conversion costs.

5. Concessionary fees & discounts

- 5.1 The concessionary fees for King's College London students are only available to individuals who are already enrolled on a Higher Education programme of study at King's College London on the day of enrolment on or the first day of an Evening, Saturday or Summer Language Course. Please refer to the below page for each type of course to check the fees:
<https://www.kcl.ac.uk/modern-language-centre/languages/our-fees>
- 5.2 The concessionary fees for University of London (UoL) students and staff, including King's College London staff, are only available to individuals who are a student or member of staff at a University of London institution on the day of enrolment on or the first day of an Evening, Saturday or Summer Language Course. Please refer to the below page for each type of course to check for concessions in fees:
<https://www.kcl.ac.uk/modern-language-centre/languages/our-fees>

A list of current institutions is available on the UoL website: <https://london.ac.uk/ways-study/study-campus-london/member-institutions>

- 5.3 The concessionary fees for King's Health Partners staff are only available to individuals who are a member of staff at a King's Health Partners institution on the day of enrolment on or the first day of an Evening, Saturday or Summer Language Course. Please refer to the below page for each type of course to check for concessions in fees:

<https://www.kcl.ac.uk/modern-language-centre/languages/our-fees>

A list of current institutions is available on the King's Health Partners website:
<http://www.kingshealthpartners.org/about-us/our-partnership>

- 5.4 The concessionary fees for University of London alumni, including King's College London alumni, are only available to graduates and holders of a certifiable qualification from an institution which was a member of UoL at the time of the individual's graduation or is a member of UoL on the day of enrolment on or the first day of an Evening, Saturday or Summer Language Course.
- 5.5 A concessionary fee cannot be claimed on behalf of another individual. Students must themselves be eligible for the concession.
- 5.6 If you claim a concessionary fee, you will be asked to provide evidence of concessionary fee eligibility at the time of application via our website. This may involve uploading a scanned document.
- 5.7 If you claim a concessionary fee but you are unable to provide evidence to our reasonable satisfaction of your concessionary fee eligibility, we will invoice you for the remainder of the full fee.

6. Attendance

- 6.1 You are only permitted to attend lessons of the specific class which you are enrolled on. You cannot attend lessons of another course or in another class on an ad hoc basis.
- 6.2 If you attend one or no lessons of a course part, we reserve the right to withdraw you from subsequent parts of the course. We will not offer a refund in this case.

7. Certificates of attendance

- 7.1 There is no award on completion of an Evening, Saturday or Summer Language Course. However, if you have attended 70% of lessons, you will be able to download a certificate of attendance yourself after the end of the course from [our online learning environment]. Please note that you need to use the self-service function within two years as the data on your courses is not accessible in the system after this time.

8. Student status

- 8.1 You do not acquire full King's College London student status by enrolling on or attending an Evening, Saturday or Summer Language Course. You will be issued with an ID card by the fourth class of your course (second class for Saturday Language Courses and 5 week Evening Language Courses). Note that no ID card will be issued for courses that are only of one weekend in duration. You will also be granted access to the virtual learning environment at King's and you are entitled to use open access facilities at King's. Note that this ID card is solely for use by you and will be confiscated if it is misused. However, you are not entitled to use other services provided for King's College London students.

- 8.2 If you have studied on Evening, Saturday or Summer Language Courses you do not have King's College London alumnus status.
- 8.3 There will be a £10 charge for the replacement of an ID card payable online by credit/debit card.

9. Deferrals

- 9.1 We do not allow you to defer your enrolment to a subsequent course or course part.

10. Transfers

- 10.1 See paragraph 1.7 for the definition of "transfer".
- 10.2 Only one transfer of language is permitted per student per enrolment. You may only request a transfer to a course in another language within the statutory cancellation period (see paragraph 14.1). This is much earlier than the deadlines for transfer of level requests listed in paragraphs 10.6-10.10.
- 10.3 If we believe that the level of the course which you have enrolled on is not the most appropriate for you, we will recommend a transfer to a course in the same language at a more appropriate level.
- 10.4 If you believe that the level of the course which you have enrolled on is not appropriate for you, you may request a transfer to a course in the same language at a more appropriate level by completing the transfer form before the relevant deadline for transfer requests (see paragraphs 10.6-10.10). Only one transfer of level request is permitted per student per course part. If a transfer is not possible, we may allow you to transfer to a course in another language. We will only transfer you if your MLC course teacher or an MLC manager with responsibility for the relevant language has confirmed in writing that the transfer is appropriate. The transfer form can be found on our website at:

<https://www.kcl.ac.uk/modern-language-centre/further-information/Transfer-Evening-Saturday-Courses.aspx>

- 10.5 If you wish to transfer to a course at the same level in the same language but with a change of day, time or campus, you may also request a transfer by emailing mlc@kcl.ac.uk before the relevant deadline for transfer requests (see paragraphs 10.6-10.10).
- 10.6 For 10-week Evening Language Courses the deadline for transfer of level requests is 23.59 on the day before the fourth lesson of the course part which you are transferring to.
- 10.7 For 5-week Evening Language Courses, the deadline for transfer of level requests is 23.59 on the day before the second lesson of the course part which you are transferring to.
- 10.8 For Saturday Language Courses, the deadline for transfer of level requests is 23.59 on the Thursday before the second lesson of the course part which you are transferring to.
- 10.9 For Summer Language Courses which start at 18.00 or later, the deadline for transfer of level requests is 12.00 on the day of the second lesson of the course which you are transferring to.

10.10 For Summer Language Courses which start before 18.00, the deadline for transfer of level requests is 12.00 on the day before the second lesson of the course which you are transferring to.

10.11 We will only transfer you if there is a space available on the course you wish to transfer to.

11. Changes to courses

11.1 We will seek to deliver each course in accordance with the description set out on our course webpage.

11.2 However, there may be situations in which it is desirable or necessary for us to make changes to the course provision after your enrolment. We therefore reserve the right to:

- a. make reasonable changes to the timetable, location or teacher specified for a course; or
- b. make reasonable changes to the content and syllabus of a course when necessary.

11.3 We will endeavour to keep such changes to a minimum.

11.4 If we make any such changes, we will notify you by email as soon as reasonably practicable. If these changes mean that you are unable to or no longer want to attend a course, you may transfer to an alternative course, if available, or claim a pro rata refund for any subsequent lessons. We will not charge an administrative fee for this. You cannot attend an alternative course on a trial basis. If you request or attend an alternative course, you will lose the right to a refund and these terms and conditions will continue to apply.

12. Course cancellations

12.1 We will normally cancel courses which are undersubscribed or not financially viable. Where we need to cancel a course, we will email all students enrolled on that course to notify them of this decision not less than [seven] calendar days before the start of each course part.

12.2 We reserve the right to cancel individual course parts of courses which consist of more than one part in accordance with paragraph 12.1, even after one or more of the parts has run.

12.3 If we cancel a course which you have enrolled on, you may transfer to an alternative course, if available, or claim a full refund for any course parts which are cancelled. We will not charge an administrative fee for this. You cannot attend an alternative course on a trial basis. If you request or attend an alternative course, you will lose the right to a refund and these terms and conditions will continue to apply.

13. Lesson cancellations

13.1 If we need to cancel a single lesson of an Evening, Saturday or Summer Language Course, we will notify you as soon as practicable by email.

13.2 If just one lesson of an Evening or Saturday Language Courses is cancelled, we will endeavour to offer a replacement lesson. If it is not possible to find a suitable alternative arrangement, or we have to cancel any further lessons, you will be entitled to a pro rata refund for the cancelled lesson(s). Due to the intensive nature of Summer Language Courses it will not be possible to reschedule a lesson, so you will receive a pro-rata refund for any cancelled lesson. We will not charge an administrative fee for refunds due to cancelled lesson.

- 13.3 If there are disruptions outside our control (e.g. bad weather or transport strikes), we will endeavour to run lessons as usual. If we run the lesson but you are unable to attend due to such disruptions, we will not reschedule the class or refund you. If we have to cancel a lesson due to such disruptions, we will reschedule the class or refund you in accordance with paragraph 13.2.
- 13.4 Single lesson cancellations are not considered to be changes to the day or time of a course.

14. Cancellations, withdrawals & refunds

- 14.1 You have the right to cancel your contract with us at any time within 14 days of its commencement (upon receipt of the email confirming enrolment - please refer to 2.7 for details). This is the statutory cancellation period. In these circumstances we will issue a full refund of any payments which have been made. We will charge no administrative fee. To cancel within the statutory cancellation period, please inform us in writing of your decision by sending a message through King's Apply or by email at mlc@kcl.ac.uk or by completing one of the withdrawal / cancellation forms published on our website at:

<https://www.kcl.ac.uk/modern-language-centre/languages/important-information>

If you attend a lesson before the end of the 14-day period, you will be deemed to waive the remainder of your statutory cancellation period and you will lose your right to (a) a refund in the event that you cancel your contract within that period; and (b) transfer to another language.

- 14.2 If you cancel your contract within the statutory cancellation period and your fees were paid by a third party, any refund which we make will be paid to that third party.
- 14.3 You may withdraw from a course after the statutory cancellation period by completing one of the withdrawal / cancellation forms published on our website at

<https://www.kcl.ac.uk/modern-language-centre/languages/important-information>

- 14.4 Where you request to withdraw from your course after the statutory cancellation period, we will only consider a request for a refund if there are exceptional circumstances, such as serious illness or death of a close family member. You must submit satisfactory third-party evidence of the circumstances (e.g. a doctor's note or death certificate). Please note that we do not consider changes in residence or personal income to be exceptional circumstances. We will charge a £20 administrative fee to process the withdrawal and refund.
- 14.5 We do not offer refunds for lessons which take place on the advertised day and time but which you do not attend or are unable to attend because of unforeseen changes in your circumstances.
- 14.6 **PLEASE NOTE:** If you made a debit/credit card payment, all refunds will be made to the original card from which the payment was made. As the MLC is required to adhere to financial regulations relating to card schemes, we are unable to refund to an alternative card.

15. Criminal convictions and student conduct

- 15.1 Students must disclose if they have a relevant unspent criminal conviction both prior to enrolment and whilst they are enrolled. Relevant offences and further details of our policy on such disclosure are set out on our website. If you were convicted outside the United Kingdom for an offence listed on our website, this is also considered a relevant offence. Failure to disclose a relevant unspent conviction may result in you being asked to leave the course.

- 15.2 You are expected to conduct yourself in a professional manner at all times, and to observe and comply with King's College London's health and safety rules and [bullying and harassment policies](#). Your behaviour is expected to meet the standards as set out in the [college regulations](#), in particular G27 and the accompanying guidance and policies. We may update and replace these regulations from time to time to ensure that we are operating efficiently for students. We will not tolerate any behaviour which falls below these standards. Failure to do so may result in us taking disciplinary action against you which could result in you being asked to leave the course. No refund will be given.

16. Limitation of our liability to you and others

- 16.1 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.
- 16.2 We shall not be liable and expressly exclude liability for: (a) damage to, theft and/or loss of your property (including but not limited to personal possessions, your own IT equipment, bicycles or vehicles) unless caused by our negligence; and/ or (b) indirect or consequential loss, loss of opportunity and loss of income or profit, however arising.
- 16.3 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 fees and any additional costs paid by you in respect of the course. The limitation of our liability applies to the cumulative total of all claims that you make, whether or not they arise from the same or related facts.
- 16.4 For the purposes of paragraph 16.2 "we" also includes King's College London officers, employees and agents, and those paragraphs may be enforced by such officers, employees and agents.

17. Complaints

- 17.1 You agree to comply with the Student Complaints Procedure, which explains the procedures which students should use if they have a complaint, including applicable time limits for lodging complaints, and which also explains where students can obtain assistance or advice in relation to complaints (or potential complaints). See Appendix or email us at mlc@kcl.ac.uk

18. Personal data

- 18.1 The King's Student Data Collection Notice explains what personal data we might hold about you, how we use it, who we might share it with and the reasons for doing that:

<https://www.kcl.ac.uk/aboutkings/orgstructure/ps/audit/compliance/data-protection/student-data-collection-notice>

The notice also explains certain rights that you have in respect of your personal data.

19. Disability

- 19.1 We are committed to providing an inclusive and accessible environment. Students and applicants with disabilities are encouraged to notify us at the earliest opportunity so that any

appropriate support arrangements can be provided. Our acceptance of your application to enrol on a course is conditional upon us being able to implement the specific adjustments reasonably needed for you to complete your course. We are more likely to be able to implement such adjustments in a prompt and timely fashion if you notify of any disability early and you engage in any necessary discussions or health assessments as required by us.

20. Law and jurisdiction

- 20.1 These terms and conditions are governed by and construed in accordance with English Law. The English Courts have non-exclusive jurisdiction to deal with any dispute arising out of or in connection with them.

21. General

- 21.1 If any provision of these terms and conditions is held to be void or unenforceable in whole or in part by any court or other competent authority, the rest of the terms and conditions shall continue to be valid as to the other provisions contained in them.
- 21.2 Other than as set out in paragraph 16.4, neither of us intend that any of these terms and conditions will be enforceable by any third party.

Last updated: May 2019

Appendix: Complaints Procedure

