

# SOAS SUMMER SCHOOL

## TERMS AND CONDITIONS

### Definitions

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| Any term used in these terms and conditions will have the same meaning as set out below:   |  |
| <b>“we” “us” “our” “SOAS” or “The School”</b> means SOAS University of London  | <b>“you” or “your”</b> are references to the applicant |
| <b>“Course”</b> means a course of the SOAS Academic Summer School  |  |
| <b>“Application Fee”</b> means the fee payable on submitting an application form to be considered for enrolment on a Course  |  |
| <b>“Tuition Fee”</b> means the fee payable to offer to become enrolled upon a Course   |  |
| <b>“Fees”</b> means a combination of both the Application Fee and the Tuition Fee  |  |
| <b>“Offer”</b> means an invitation to enter into contractual relations with SOAS, consisting of the written Conditional Offer sent to the named applicant setting out the details of their Course and Fees payable                                       |  |
| <b>“Course Information”</b> means the information available on the Course website  |  |
| <b>“Contract”</b> means the legally binding contract between us and you for the provision of the Course in accordance with these terms and conditions, including the contents of the Offer Letter to you   |  |
| <b>“Cancellation Period”</b> means the 14 day period which begins the day after the day you receive an email confirming that we have received your Tuition Fee and accepting your enrolment, during which time you have a right to cancel for any reason |  |
| <b>“Intellectual Property”</b> means any materials created by us including but not limited to Course materials provided to you by us in advance of or during the course  |  |
| <b>“writing” or “written”</b> means any form of written communication, including emails  |  |

We are SOAS, located in Thornhaugh Street, Russell Square, London, WC1H 0XG.

These terms and conditions apply to the enrolment of applicants on a Course or several Courses of the SOAS Academic Summer School which are listed under: [www.soas.ac.uk/summerschool/subjects](http://www.soas.ac.uk/summerschool/subjects) - and the provision of the Course by us. Both parties are bound by these terms and conditions upon acceptance by us of an application for such enrolment.

## 1. Agreement with SOAS

- 1.1. The purpose of these terms and conditions is to set out the basis for your relationship with SOAS when you apply for a SOAS Course.
- 1.2 Your agreement with SOAS is made up of these terms and conditions, your Offer, the Course Information and full payment of the Fees as set out in section 3.
- 1.3 Please read these terms and conditions carefully before you submit your application to us. These tell you who we are, how we will provide the Course to you, how you and we may change or end the agreement, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms and conditions, please contact us to discuss.
- 1.4 We are SOAS, a body incorporated by Royal Charter in England and Wales and an exempt charity. Our principal address is Thornhaugh Street, Russell Square, London, WC1H 0XG. Our registered VAT number is GB 233 674657.
- 1.5 You can contact us by writing to us by email at [summerschool@soas.ac.uk](mailto:summerschool@soas.ac.uk)
- 1.6 If we have to contact you during the admissions process we will do so by writing to you at the email address you provided to us in your application.
- 1.7 Your application form will be a request by you to be considered to attend the Course in accordance with these terms and conditions.
- 1.8 Our acceptance of your enrolment will take place when we email you to confirm that we have received full payment of the Tuition Fee as set out in section 3 below, at which point a contract will come into existence between you and us.
- 1.9 If we are unable to accept your application, we will inform you by writing to you at the email address you provided to us in your application and reimburse you any Application Fee you have paid in full no later than 30 days after we have sent our email to you.

## 2. Admissions

Applications for enrolment on a Course must be made using the application form available online. We are able to accept paper applications only if there are circumstances where you need to do so; please let us know in advance. You are required to pay an application fee (the "Application Fee") before you apply (see section 3 "Fees"). Applications will only be considered once the Application Fee has been paid in full in cleared funds.

Admission decisions are made by SOAS at its sole discretion, in accordance with published Summer School admissions criteria which are available on the SOAS Summer School website here: [www.soas.ac.uk/summerschool](http://www.soas.ac.uk/summerschool). Admission to the Summer School is based on a first come, first served basis.

If we are unable to accept your application, for example because all places on a course have been taken, we will inform you by writing to you at the email address you provided to us in your application. If we accept your application, you will be written to and requested to pay the Tuition Fee in order to enrol on the Course, for which see section 3 below.

**The School reserves the right to accept late applications at its discretion.**

All questions on the application form are to be answered truthfully and all attachments need to reflect the truth. You confirm this upon submitting your application form. **If you have provided us with information which is later found to be untruthful, the School reserves the right to reject your application or withdraw the acceptance of such an application at any time.** No refund of Fees will be granted in such cases and no costs, including but not limited to travel arrangements, will be reimbursed as further detailed in Clause 11 – Limitation of Liability, below.

All our admission decisions are final, but you do have a right to complain, details of how to make a complaint are set out in section 14 below. The payment of all or part of the Application Fee does not oblige us to accept your application for enrolment and we will not reimburse any costs, including but not limited to travel arrangements, as further detailed in Clause 11 – Limitation of Liability, below.

### 3. Fees

SOAS holds the most up to date information about the Fees on the Summer School website: <http://www.soas.ac.uk/summerschool/subjects/soas-academics-summer-school-fees.html>.

You must pay us the Fees for each Course.

The following due dates for payment of Fees require that the Fees are received by us in full in cleared funds by such date:

Payment Timetable:

| Fee             | Deadline  |
|-----------------|---|
| Application Fee | Payment is required before an application is submitted. Please note that you will be required to provide a payment reference number as part of your application.  |
| Tuition Fee     | a) For applications accepted on or before 25 May of a year: the Fees are due upon us sending you the Offer and are payable within 10 days before SOAS will forfeit the place(s) reserved for you or by the 25 May, whichever is the soonest.<br>b) In certain circumstances, applications may be accepted after 25 May of a |

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|  | year and by agreement with us. In such cases, Fees are due upon us sending you the Offer and are payable within 10 days or by 15 June, whichever is the soonest. |
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**If full payment of Tuition Fees has not been received by the School within 10 days after us sending you the Offer then we may withdraw our offer by emailing you in writing.**

We are only able to accept payments through our [online store](https://www.soas.ac.uk/online-store) or by bank transfer, please see <http://www.soas.ac.uk/summerschool/subjects/soas-academics-summer-school-fees.html> for bank details.

All payments of Fees must be made in pounds sterling and are inclusive of VAT and other taxes where applicable. Any currency conversion costs or other charges incurred in connection with the payment of Fees are to be paid in addition to the Fees. No deduction from the Fees for such costs or charges may be made.

## 4. Partial Tuition Fee Waivers

SOAS may grant Partial Tuition Fee waivers (the “Waivers”) of up to 50% off the Tuition Fee at its full discretion. SOAS will define the number of Waivers available for each Summer School iteration and publish this information on the Summer School website. Waivers are awarded on a first come, first serve basis. SOAS will provide the most up to date information on Waivers on the Summer School website: [www.soas.ac.uk/summerschool](http://www.soas.ac.uk/summerschool)

Waivers require an application process that will be open to all who fulfil the Waiver award criteria as described on the Summer School website. Applications are to be made via the online Waiver application form and will be accepted in writing to the email address provided to us in your application form.

SOAS will decide on the award of Waivers on a year-on-year basis and may withdraw from the Waivers programme at own discretion. However, once granted, Waivers will not be affected by any such decisions.

Applicants who have unsuccessfully applied for a Waiver can complain in accordance with the complaint procedure set out in section 14.

## 5. Cancellations and Non-attendance

### a. Cancellation by the School

We may only cancel a Course if:

1. there are not enough applicants enrolled on the Course and it is not commercially viable for us to run the course. The minimum number of applicants required for us to run a Course is currently ten (10); or
2. the Course's teaching staff fall ill or for other reasons outside our control are unavailable to teach, and no suitable alternative(s) is / are available; or
3. an event which is outside our reasonable control, such as a fire or a flood, means that we have to cancel the Course.

We will notify you about cancellations or postponements as soon as possible and by 15 June at the latest.

If a Course that you are registered with is cancelled or postponed then we will offer you the choice of (i) a place on an alternative course at no additional cost in Fees payable or (ii) a refund of the Tuition Fee and the Application Fee paid by you.

The alternative course will be as close in time to the cancelled Course as we are able to provide. You will be required to nominate your alternative choice of Course within seven (7) days of having been notified of the change. If you do not wish to accept the offer of an alternative Course then we shall provide a full refund of the Tuition Fee and the Application Fee to the extent these have been received by us.

We will make every effort to provide the Course that you signed up for, but in the event that we have to make changes to the Course content, venue of the Course, Course tutor or faculty then we will let you know as soon as possible. If you do not want to continue with the Course as a result of these changes then you will have the right to cancel your enrolment on the Course and we will provide a full refund of the Tuition Fee and the Application Fee.

## b. Cancellation by the Applicant

You have the right to cancel your enrolment with us for any reason (including if you change your mind) within a fourteen (14) day Cancellation Period. You do not have to give us any reason for cancelling the contract. The Cancellation Period will expire after 14 days from the day of the conclusion of the contract. In other words, you will have 14 days from the day after the day we email you to confirm that we accept your enrolment and that we have received payment in full of your Tuition Fee.

To cancel your enrolment, you must clearly inform us of your decision to cancel before the relevant Cancellation Period has expired. You may do this by telephone or via email to [summerschool@soas.ac.uk](mailto:summerschool@soas.ac.uk). You may use the model cancellation form at the end of these terms and conditions to notify us of your decision to cancel by email, but you do not have to.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired. We do not have to have received it before the expiry of the Cancellation Period.

Where the Cancellation Period would normally end on a day which is a Saturday, Sunday or a public holiday, the Cancellation Period will be extended so that it ends on our next working day.

### **Effects of Cancellation during the 14 day period**

If you cancel your contract within the 14 day Cancellation Period, we will reimburse both the Application Fee and the Tuition Fee (if relevant) received from you as soon as we can.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly asked us and we have agreed otherwise; in any event, you will not incur any additional fees as a result of the reimbursement.

If you request for us to begin delivery of the Course during the cancellation period, we may deduct from any reimbursement an amount for the supply of the Course for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

### **If you wish to cancel after expiry of the 14 day period**

If you wish to cancel your registration to a Course after the Cancellation Period has expired, we are not obliged to offer you an alternative Summer School Course, but we may choose to do so at our discretion (exercised in accordance with our obligations under the Equality Act 2010) and we may specify the terms of any such offer; for example, if there is a deadline for your response or if the fees for the alternative course are different. If no such alternative offer is made, or if you decide to reject any such alternative offer, the following rules apply (except where a summer course has been cancelled by us or where your course place has successfully been offered to a different applicant):

- For such cancellations received by the School on or before 25 May of the year of the relevant Summer School session, 100% of the Tuition Fees paid will be refunded, but not the Application Fee.
- For such cancellations received by the School between 25 May – 15 June of the year of the relevant Summer School session, 50% of the Tuition Fees paid will be refunded, but not the Application Fee.
- For cancellations received after 15 June of the year of the relevant Summer School Course, no refund will be made.

SOAS reserves the right to provide you with a full refund of the Tuition Fee under serious, unforeseen circumstances, including but not limited to serious illness or bereavement. The decision to refund the Tuition Fee under such circumstances is at SOAS' full discretion.

## 6. Course material and services and limitations on our liability

Payment of the Tuition Fees in accordance with these terms and conditions entitles you to the services announced on the Summer School website in relation to the Course(s) and in the Course advertisement, and to access all parts of the Course(s) you are enrolled on, as well as the available School facilities necessary to attend the Course. **Unless indicated otherwise, Tuition Fees do not include any other services, including but not limited to, subsistence during Course days, travel or accommodation costs or subsistence, insurance including health insurance or services or other costs that might arise prior to or during the Course.** SOAS does not provide insurances to students, including travel, health or personal injury insurances.

Every effort is made to ensure that all information relating to the Course is correct at the time of going online or to print and SOAS will seek to deliver each Course in accordance with the description set out on your Course web page.

There may be situations in which it is desirable or necessary for SOAS to make changes in Course provision, either before or after enrolment, for example to incorporate new scientific findings into the course materials or to enhance the quality of teaching and learning. SOAS therefore reserves the right to:

- Make reasonable changes to the timetable, location or academic staff specified for a Course;
- Make reasonable changes to the content and syllabus of a Course when necessary.
- Use selected third party providers when delivering Courses off campus

We will make every effort to provide the Course that you signed up for, but in the event that we have to make changes to the Course content, venue of the Course, Course tutor or faculty then we will let you know as soon as possible. If you are significantly and adversely affected by these changes and do not want to continue with the Course as a result of these changes then you will have the right to cancel your enrolment on the Course and we will provide a full refund of the Tuition Fee and the Application Fee.

The views expressed and information provided by faculty members and all Course materials provided to you during your Course are intended solely for the purpose of providing you with the services outlined above. They are not intended as advice to be relied on in other contexts, for example in connection with a business that you are running or are intending to run. **The School does not accept any liability if you do rely on such views, information or materials for purposes other than the Course.**

You are solely responsible for determining whether the Course(s) are sufficient to meet your needs. SOAS makes no representation that completion of the Course(s) will be recognised and/or awarded credit to by any other institution. Your home institution will decide how much credit, if any, they will award for your Course(s). SOAS does not award credit that may be used to contribute towards full-time degree programmes at SOAS, with the exception of those who are already enrolled on full-time degree programmes at the time of attendance of the Course(s).

## 7. Intellectual Property and Use of the SOAS brand

All materials provided by SOAS in relation to the Summer School (and any intellectual property rights in the same) are and remain the property of SOAS or, in case of materials belonging to third parties, of the relevant third party. SOAS will obtain the necessary allowances and licences for materials used that are not the property of SOAS.

Materials include all documentation or information provided by SOAS in relation to the Summer School, including but not limited to information provided on the SOAS website, the Summer School brochure, offer letters, course syllabi, reading materials, additional information and others.

Any use of any such materials and documentation that is not for the purpose of the summer school requires the prior written approval by SOAS in the form of an agreement.

Students must not use any such materials provided by SOAS for any other purposes than the ones set out in these terms and conditions. In particular but without limitation, use is not permitted for (i) any commercial purposes; (ii) as an official view or opinion of SOAS; (iii) presenting as if it were the student's own intellectual property; (iv) for dissemination of any parts of the SOAS Summer School without SOAS' agreement, in particular on social media.

Ownership of any intellectual property rights created by you will be determined by SOAS' standard policies in relation to the ownership and protection of intellectual property rights created by students.

Use of the SOAS brand, name and/or logo is not permitted without prior written agreement of SOAS in the form a contract.

## 8. Student behaviour and discipline

It is a condition of your agreement with us that you agree to comply with our applicable rules, policies and regulations: <https://www.soas.ac.uk/admin/governance/policies/>

Those most likely to be relevant to Summer School Students are:

Student Charter

<https://www.soas.ac.uk/about/studentcharter/>

Library Rules



<https://www.soas.ac.uk/library/file87788.pdf>

Copyright for Library Users

<https://www.soas.ac.uk/infocomp/copyright/library/>

SOAS IT Policy

<https://www.soas.ac.uk/lis/policies/itpolicy/>

If you fail to follow these, or behave in a threatening or aggressive manner, or in a way that adversely affects other students, the School's employees or contractors, or bring the School into disrepute through your actions, or fail to comply with the requirements of Section 12 in relation to any accommodation provided to you under that section, you may be subject to the School's Student Disciplinary Procedure (<https://www.soas.ac.uk/students/disciplinaries/>), and we reserve the right to remove you from the Course or exclude you from the School's premises and/or, where appropriate, any accommodation provided to you under section 12 . **In such cases, the Fees will not be refunded.**

## 9. Course language

Unless otherwise indicated, all Courses are taught in English.

If your first language is not English, you are required to be proficient in written and spoken English and be able to participate in group discussions and presentations in English. We do not accept liability for any inconvenience or failure to attend if you lack the required English language proficiency, as specified in the entry requirement located at <http://www.soas.ac.uk/summerschool/subjects/entry-requirements.html>.

## 10. Visas: your responsibilities

You are responsible for obtaining the required visa that enables your participation in the Course and the rejection of a visa application by the British authorities does not affect the application of these terms and conditions including section 3 (payment of the Fees). We recommend that all applicants from outside the European Union check with the British Embassy or British High Commission regarding their visa requirements before applying.

In no circumstances will we issue documentation to support a visa application before receiving payment in full in cleared funds of the Fees from you. The cancellation and refund provisions in section 5 apply irrespective of whether cancellation is due to a failure to satisfy visa requirements in good time before the Course start date or other similar reason, such as failure to apply for a visa in appropriate time or delay with the visa process.

## 11. Limitation of Liability

Nothing in these terms and conditions will limit or exclude the liability of the School for:

1. Death or personal injury arising from our own negligence, or
2. Fraud or fraudulent misrepresentation, or
3. In respect of a liability not lawfully excluded or restricted, including your right to require repeat performance or a price reduction under the Consumer Rights Act 2015.

Otherwise, our liability to you with respect to the provision of a Summer School 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 amount of Fees received from or on behalf of you in respect of the Course.**

Further, our liability to you with respect to the provision of a Summer School Course, the cancellation, postponement, or amendment of a Course, any negligence, any breach of these terms and conditions, or arising in any other way out of or in connection with the subject-matter of these terms and conditions, will not extend to (i) any indirect losses or damages, or to any loss of profits, whether direct or indirect, even if we have been advised of the possibility of those losses or if they were within our contemplation; or (ii) any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

### **Liability in respect of personal property and vehicles; you are responsible for arranging insurance**

We do not accept any responsibility or liability in respect of any damage to or loss of any goods, vehicles or property of any kind brought onto or left at the School's premises whether by you or any other person and it is your responsibility (or your guest's) to take good care of your personal belongings. Any goods deposited with us are deposited at your own risk and without any obligation on us. We recommend taking out insurance, as we do not provide any insurance cover to you.

## 12. How we may use your personal information

The School will use your personal information in accordance with its data protection policy and statement on student data protection which are located here:

<https://www.soas.ac.uk/infocomp/dpa/policy/>

<https://www.soas.ac.uk/infocomp/dpa/student/>

## 13. Complaints

If there is a problem with the enrolment process, or if you have any questions or complaints about the services, please contact us. You can contact us by email at [summerschool@soas.ac.uk](mailto:summerschool@soas.ac.uk). If you are a registered student of the School, you can lodge a complaint through our complaints handling procedure found on our website here: <https://www.soas.ac.uk/student-complaints/>.

## 14. Governing Law

These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales and you irrevocably submit to the exclusive jurisdiction of the English courts.

## 15. Other important terms

Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

If a court finds part of this contract illegal, the rest will continue in force. 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.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Course(s), we can still require you to make the payment at a later date.

By submitting your application form, you agree that we may share this information, including your contact details, with the department or faculty providing the Course, and the designated tutor(s) for the Course and that you may be contacted by the department, faculty or designated tutor in connection with the Course. Your personal data will be dealt with in accordance with the privacy policy available here [www.soas.ac.uk/infocomp/dpa/policy/gathering](http://www.soas.ac.uk/infocomp/dpa/policy/gathering)

## Model cancellation form

To:

SOAS, University of London  
Thornhaugh Street  
Russell Square  
London  
WC1H 0XG

Phone: 0044 (020 7898 4205

I hereby give notice that I cancel my contract for the supply of the following services:

[Insert summer school course]

Ordered on:

Name of consumer:

Address of consumer:

Signature of consumer (only if this form is notified on paper)

Date

