

Terms and Conditions for SOAS Language Centre courses

1. Introduction

- 1.1 These terms and conditions ("**Terms and Conditions**") contain important information about your agreement with SOAS and links to important information. You should read these carefully before you accept a place on a SOAS Language Centre (the "**Language Centre**") course.
- 1.2 We explain below the basis upon which SOAS will provide your Course, and the obligations which you have. These Terms and Conditions create obligations that are legally binding both on you and on SOAS. If you are accepted for enrolment on a Language Centre course these Terms and Conditions will form your agreement with us.
- 1.3 Please contact the Language Centre for clarification if there is anything in these Terms and Conditions that you do not understand.
- 1.4 Please note that these Terms and Conditions apply to the Language Centre's published Courses and they are not the same terms and conditions as those which apply to (i) students studying degree-level programmes or (ii) tailored tuition courses provided by the Language Centre (whether to corporate clients or otherwise).

2. Definitions

- 2.1 In these Terms and Conditions, the following terms have the following meanings:-

" Additional Costs "	has the meaning set out in section 10.2
" Cancellation Period "	has the meaning set out in section 12.1
" Confirmation Date "	has the meaning set out in section 3.2
" Contract "	has the meaning set out in section 3.3
" Course "	means a SOAS Language Centre course of study described on our website
" Course Information "	means subject to these Terms and Conditions, (including section 1.4) the description of the Course set out on our website as at the relevant Confirmation Date (as defined in section 3)

"Data Protection Legislation"	means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data and privacy rights to which a party is subject, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) as amended
"Event Outside our Control"	Has the meaning set out in section 14.5.2
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016
"Intellectual Property Rights"	means any patent, rights to inventions, copyright and related rights, performers' property rights, trade marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, trade secrets, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world
"SOAS", "we", "us" and "our"	refers to The School of Oriental and African Studies, otherwise known as SOAS University of London
"Personal Data"	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
"Policies and Procedures"	means our rules, policies procedures and other regulations in force from time to time that you are required to comply with (including but not limited to the SOAS Data Protection Policy, the SOAS Dignity and Respect Policy, the SOAS IT Acceptable Use Policy and the Complaints Procedure (formerly referred to as the Public Complaints Procedure), policies covering the use of the SOAS Library, SOAS Health and Safety Policy which are made available to you on our website together with any other rules, policies, procedures and other regulations that we notify you of and which we provide to you from time to time
"Process"	has the meaning given to it in the Data Protection Legislation
"Sales Tax"	means any goods and services tax, VAT or equivalent sales tax

"Sensitive Personal Data"	means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation
"Transfer"	means a move from a Course to another Course which starts and finishes in the same term and which the Language Centre at its absolute discretion confirms is broadly equivalent to the Course on which you are enrolled (for example, from one 10-week course starting in October to another 10-week course taking place within the same term)
"you" and "your"	refers to you the student or applicant.

3. **Application and Contract**

- 3.1 Your application to enrol on a Course and pay the course fee is an offer to SOAS to enter into a binding contract to purchase a place on a Course.
- 3.2 SOAS is free to accept or decline your application at its absolute discretion and:-
 - 3.2.1 if your Course is paid for via SOAS' online store your offer is accepted by SOAS on the date that SOAS' online store sends you a notification of receipt of payment;
 - 3.2.2 if your Course is paid for by bank transfer your offer is accepted by SOAS on the date that SOAS sends you notification that your place on your Course is booked and confirmed;
 - 3.2.3 If your Course is paid for pursuant to an invoice raised by SOAS your offer is accepted on the date that SOAS sends you notification that your place on your Course is booked and confirmed ;

(with each date at sections 3.2.1, 3.2.2 and 3.2.3 being a **"Confirmation Date"**).
- 3.3 On the relevant Confirmation Date, a contract will come into existence between us and you and these Terms and Conditions together with:-
 - 3.3.1 the Course Information; and
 - 3.3.2 our Policies and Procedures

form the contract between you and SOAS in relation to your Course (the **"Contract"**).
- 3.4 In the event of any conflict between a provision in these Terms and Conditions and the other documents forming part of your Contract, these Terms and Conditions shall take precedence.
- 3.5 Your Contract will continue until the completion of your Course unless it is cancelled earlier in accordance with these Terms and Conditions.
- 3.6 When submitting your application to study at SOAS you must make full payment of your course fees (which are exclusive of Sales Tax).

- 3.7 Applications for Courses are reviewed and processed on a first come, first served basis.
- 3.8 You are responsible for ensuring that the level of Course which you apply is appropriate for you.
- 3.9 If we are unable to accept your application we will inform you in writing and will refund you in full any course fees paid to date.
- 3.10 It is important that you provide accurate information in your application. If it is later found that your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw your application and refuse to admit you onto the Course
- 3.11 SOAS may refuse to enrol you or withdraw you from your Course if you owe any outstanding fees to SOAS.

3.12 **Disabled applicants and students**

- 3.12.1 SOAS is committed to a positive student experience by creating an inclusive environment for learning.
- 3.12.2 We encourage students to share any disability at the earliest opportunity and ideally on application, whilst acknowledging that it is an individual's decision whether to share or not. Students who choose not to inform us at the application stage of any accessibility needs or whose disability occurs during their studies are encouraged to share at any time thereafter. Students who identify that they have disability-related support needs are strongly encouraged to discuss these with the Language Centre at the earliest opportunity so that they are aware of the support available.
- 3.12.3 It is your responsibility to inform us at any time of any accessibility needs you may have so we can make reasonable adjustments if applicable.

4. **Student obligations**

4.1 **Your obligations**

- 4.1.1 You agree to:-
- (a) comply with these Terms and Conditions and the Policies and Procedures;
 - (b) ensure that you have a level of spoken and written English sufficient to allow you to participate in the Course;
 - (c) fulfil the academic requirements of your Course;
 - (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;
 - (f) conduct yourself in a professional and courteous manner and refrain from

causing offence or nuisance to us, our staff or other students; and

- (g) not provide access to, or share login details or content of Courses with any third parties.

4.1.2 We reserve the right to exclude you from your 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 teacher'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 fees.

4.1.3 You must be 18 years old or over on the first day of your Course.

4.2 **Enrolment**

To begin study on your Course, you must enrol at SOAS prior to the start date of your Course. If you do not enrol prior to the start date of your Course, we reserve the right to refuse to enrol you and withdraw you from your Course (without liability).

4.3 **Course delivery**

4.3.1 Although SOAS is based in London your Course may be delivered:-

- (a) on-campus through face-to-face teaching; or
- (b) online using distance learning methods including live teaching through e-platforms; or
- (c) using a blended approach combining online and on-campus delivery.

4.3.2 The method of delivery for your Course and the Course timetable will be stated in the Course Information.

4.3.3 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.

4.3.4 Guests/family of enrolled students cannot watch/participate in online classes and must pay separately. This also applies to guests of enrolled students attending on-campus classes to accompany someone. Any special requests must be made in writing to the Language Centre via the relevant email address indicated on the Language Centre Contact Us webpage: [Contact the Language Centre | SOAS](#) at least 48 hours in advance.

5. **Online virtual learning environment**

5.1 We may provide you with login details for SOAS' online virtual learning environment when you enrol. You must keep your login details and password confidential and not share them with others. You must comply with our terms of use in respect of SOAS' online virtual learning environment at all times.

5.2 You may only use the content on SOAS' online virtual learning environment for your own personal learning and are not allowed to adapt it or distribute any of it to anybody else.

5.3 We do not guarantee that SOAS' online virtual learning environment, or any content on it,

will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of SOAS' online virtual learning environment for business and operational reasons. We will try to give you reasonable notice in the event of any suspension or withdrawal of SOAS' online virtual learning environment

6. Teaching and Assessment Information

- 6.1 You may learn via a variety of teaching and learning formats, which may include:-
- 6.1.1 taught sessions delivered by SOAS teaching staff, (which may include explanation of key language points, demonstration of structures and guided practice);
 - 6.1.2 learning activities designed to support your progress, which may include practice exercises, short tasks, pair or group work, and independent preparation; and
 - 6.1.3 live classes (delivered either on campus or online), during which you will be expected to participate actively in speaking, listening, reading and writing activities.
- 6.2 You may be provided with required and optional learning resources to support your studies, which may include syllabus or textbook-based exercises, digital texts, media materials, websites, journal extracts, e-book chapters and other online resources. These resources are intended to support classroom learning and independent practice.
- 6.3 Teaching will not normally take place on recognised UK public holidays and if necessary alternative arrangements may be made such as rescheduling sessions.
- 6.4 You may receive informal or formative assessment during your Course to support your learning and progress. This may include short written tasks, presentations, in-class activities, informal checks of understanding, and participation in learning activities (whether online or in person). These activities are intended primarily to provide feedback on your progress rather than formal grading

7. Technology

- 7.1 You will be required to provide and have access to the following IT equipment and facilities in order to access SOAS' online virtual learning environment and to participate in online live teaching:
- 7.1.1 a personal computer or tablet;
 - 7.1.2 an internet connection with sufficient bandwidth to allow video streaming; and
 - 7.1.3 a microphone and webcam.
- 7.2 If you do not have your own IT equipment, you can access SOAS' online virtual learning environment via the IT equipment available on campus.
- 7.3 The costs of IT equipment and internet access are not included in the Course fees and are your sole responsibility.
- 7.4 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 and the computer equipment or used by you to access our services, we shall not be deemed liable for the loss of any access to our services.

8. **Certificates**

There is no award on completion of a Course. However, following completion of your Course, if you have attended 70% of lessons, (or such revised attendance percentage as SOAS shall inform you of in writing), you will be able to request a certificate of attendance via email to the relevant email address indicated on the Language Centre Contact Us webpage: [Contact the Language Centre | SOAS](#)

9. **Student status**

- 9.1 Your enrolment on a Course does not confer full SOAS student status on you.
- 9.2 For relevant Courses, you will also be granted access to the SOAS online virtual learning environment, and you are entitled to use open access facilities at SOAS, for example the SOAS Library (but you cannot take materials out on loan from the SOAS Library) for the duration of your Course. You are not entitled to use any other services provided for SOAS students.
- 9.3 If you have studied a Course you will not have SOAS alumni status.

10. **Course fees**

10.1 **Amount of Course fees**

- 10.1.1 Course fees are set out in the Course Information on the SOAS website.
- 10.1.2 It is your responsibility to pay your Course fees (which are exclusive of Sales Tax).
- 10.1.3 Course fees are fixed for the duration of your Course.
- 10.1.4 Course fees are set, reviewed and published by SOAS on an annual basis.

10.2 **Additional costs**

You are responsible for your own living expenses, travel and accommodation costs. Additional costs that will be incurred on your Course, for example for course text work books or other materials, will have been detailed in the Course Information ("**Additional Costs**").

10.3 **Discounted fees**

- 10.3.1 You may be eligible for discounted fees on your Course. Discounted Course fees may be available to current SOAS students, University of London students and staff (including SOAS staff) and University of London alumni, including SOAS alumni. Details of fee discounts are available on the SOAS website or contact the Language Centre via the relevant email address indicated on the Language Centre Contact Us webpage: [Contact the Language Centre | SOAS](#) for details. Reference to "**University of London**" in this Agreement includes all federation members of the University of London. A list of current University of London federation members is available on the University of London website.
- 10.3.2 The discounted fees for University of London students and staff, including SOAS staff, are only available to individuals who are a student or member of staff at a University of London federation member on the day of enrolment or the first day of a Course.
- 10.3.3 For the purposes of this Agreement, discounted fees for SOAS alumni are only available to holders of an undergraduate and/or postgraduate degree or diploma

from SOAS.

- 10.3.4 Discounted fees are not available for applicants on government benefits.
- 10.3.5 You must inform the Language Centre prior to enrolment that you think you may be eligible for a discount on your Course fees by contacting the Language Centre via the relevant email address indicated on the Language Centre Contact Us webpage: [Contact the Language Centre | SOAS](#) and they will assess your eligibility.
- 10.3.6 If you claim a discounted fee this must be done at the time of enrolment and discounts cannot be applied retrospectively.
- 10.3.7 If you claim a discounted fee you will be asked to provide evidence of your eligibility. This may involve uploading a scanned document (for example, a scanned degree certificate or staff ID).
- 10.3.8 If you claim a discounted 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 Course fee.
- 10.3.9 If you are eligible for more than one set of discounts, you will automatically be given the highest value set of discounts. Discounts are not cumulative.

10.4 **Paying your Course fees**

- 10.4.1 Your Course fees are payable in pounds sterling (GBP).
- 10.4.2 If your Course fees are paid via SOAS' online store:-
 - (i) such fees are payable online by using a credit or debit card at the same time as you submit your booking form for your Course online and your booking is accepted and your contract with SOAS comes into effect on the date that SOAS' online store sends you a notification of receipt of payment;
 - (ii) if we do not accept your booking, we will refund to you any Course fees you have paid within 14 days of rejecting your booking and refunds are paid to the original payor and paying card;
 - (iii) where a debit or credit card payment received by SOAS is subsequently disputed by the cardholder and SOAS agrees to return the funds back to the payor, if there is a Course fees balance owing, you will be required to make payment to SOAS immediately;
 - (iv) SOAS reserves the right to withdraw your enrolment where any payment made to SOAS is reported to SOAS by the card acquirer as being fraudulent.
- 10.4.3 If your Course fees are paid for by bank transfer:-
 - (i) such fees are payable at the same time as you submit your booking for your Course online and your booking is accepted and your contract with SOAS comes into effect on the date that SOAS sends you notification that your fees have been paid and that your place on your Course is therefore booked and confirmed;
 - (ii) if we do not accept your booking, we will refund any Course Fees you have

paid within 14 days of notifying you of our decision and, where required, receiving any information necessary to process the refund. Refunds will be made to the original payer and the account used to make the payment

(iii) SOAS reserves the right to withdraw your enrolment where any payment made by you to SOAS is found to be fraudulent.

10.4.4 If your Course fees are paid for pursuant to an invoice raised by SOAS:-

(i) such fees are payable when the payor has satisfactorily completed the invoice details request form and SOAS has confirmed safe receipt of that form to the payor and your booking is accepted and your contract with SOAS only comes into effect on the date that SOAS sends you notification that your place on your Course is booked and confirmed;

(ii) if we do not accept your booking, we will refund to you any Course fees you have paid within 14 days of rejecting your booking and refunds will be made to the original payor and payment account.

(iii) SOAS reserves the right to withdraw your enrolment where any payment made by you to SOAS is found to be fraudulent.

10.4.5 Refunds are paid back to the original payee. If the original payment was by bank transfer the refund is made to the paying account. If the original payment was made by debit or credit card the refund is made to the paying card.

11. **Lesson cancellations**

11.1 If we need to cancel a single lesson of your Course, we will notify you as soon as practicable by email.

11.2 If a lesson/s of a Course is cancelled by us, we will endeavour to provide a replacement lesson(s). If it is not reasonably possible to arrange a suitable alternative lesson(s) you will be entitled to a pro-rata refund for the cancelled lesson(s). We will not charge an administrative fee for refunds due to a cancelled lesson(s).

11.3 Single lesson cancellations are not considered to be changes to a Course.

12. **Your cancellation rights and withdrawal**

12.1 You have a legal right under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 to cancel the Contract within a 14 day period starting on the day after the Confirmation Date of your Contract as set out in section 3.2 of this Agreement (the “**Cancellation Period**”) without giving any reason.

12.2 To cancel your Contract, you must clearly inform us in writing of your decision to cancel which must reach us before the Cancellation Period has expired. You can do this by:

12.2.1 contacting the Language Centre via the relevant email address indicated on the Language Centre Contact Us webpage: [Contact the Language Centre | SOAS](#) and letting them know you want to cancel your Contract; or

12.2.2 using the form available from the Language Centre; or

- 12.3 Subject to section 12.4, if you cancel the Contract within the Cancellation Period, we will reimburse any Course fees received from you as soon as we can, and no later than 14 days after the day on which we receive notification from you of your decision to cancel the Contract. We will make the reimbursement using the same means of payment as you used for the initial transaction. You will not incur any fees as a result of the reimbursement (except for any exchange rate differences).
- 12.4 If your Course is due to begin within 14 days from the date on which you submitted your booking form online and paid the Course fees, you are expressly agreeing that the Course should begin within the Cancellation Period. If you then cancel your Contract during the Cancellation Period (but part of your Course has taken place during the Cancellation Period), we will reimburse any Course fees received from you **less** a proportion of fees based on the part of your Course which has already taken place (whether or not you attended lessons and/or participated in the Course) as soon as we can and no later than 14 days after the day on which we receive notification from you of your decision to cancel the Contract. We will make the reimbursement using the same means of payment as you used for the initial transaction. You will not incur any fees as a result of the reimbursement (except for any exchange rate differences).
- 12.5 If you cancel your Contract and withdraw from your Course after the Cancellation Period has expired, we will not refund payments received from you.
- 12.6 You may also cancel the Contract at any time if:-
- 12.6.1 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; and
- 12.6.2 an Event Outside Our Control prevents us from delivering your Course for 4 weeks or more.
- 12.7 In the event that your Contract is cancelled in accordance with section 12.6, we will be liable to refund you the appropriate proportion of Course fees.
- 12.8 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 or which you choose not to attend for any reason.

13. **SOAS' cancellation rights**

- 13.1 We may cancel your Contract no later than 5 (five) working days before the Course starts if there is low demand for the Course, (for example, the Course does not have the minimum number of enrolled students needed to run it), in which case you can either:
- 13.1.1 transfer onto an alternative available course (and receive a refund of the difference in Course fees if the fees for the alternative course are less than the Course fees); or
- 13.1.2 cancel your Contract and receive a full refund of the Course fees.
- 13.2 We may cancel the Contract or suspend you from the Course on written notice to you if:
- 13.2.1 your attendance falls below reasonably acceptable levels (other than for reasons outside your reasonable control);
- 13.2.2 you do not pay the Course fees when you are supposed to;
- 13.2.3 you are found guilty of a serious breach of the Policies and Procedures;
- 13.2.4 you break the Contract in any material way and do not correct the situation within 14

days of us asking you in writing to do so;
13.2.5 you share copyright Course content with any third party without our prior written permission.

13.3 Subject to section 13.1 we will not accept liability for any costs or losses incurred by you which are claimed to have arisen through cancellation of the Course.

13.4 Notification of cancellation will be sent by email to the email address you provided when purchasing through our online store, or, if you did not purchase through the online store, to any other email address you have provided to us.

14. **SOAS' obligations to you**

14.1 **Changes to Policies and Procedures**

14.1.1 During your Course, we may update and replace our Policies and Procedures from time to time in order to ensure that SOAS operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Such changes will not affect the content of your Course.

14.1.2 The updated Policies and Procedures will be made available on the SOAS website and may be publicised by other means so that students are made aware of any changes.

14.2 **Changes to Courses**

14.2.1 Whilst we will use all reasonable efforts to deliver your Course as set out in the Course Information, due to the time period between the publication of the Course Information and your enrolment on your Course circumstances may arise where we are required to or we feel it is necessary to make changes to your Course. Examples of "changes" include changes to the content or structure of your Course or to the location or method of teaching. The circumstances where changes may be made or required are (without limitation):-

- (a) where changes are in students' overall interests, for example because of developments in teaching practice or technology;
- (b) where regulatory or government requirements mean that changes must be made to ensure compliance with changes to laws/regulations;
- (c) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided; and/or
- (d) due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Course or services as described in the Course Information.

14.2.2 SOAS is committed to providing appropriately qualified staff to teach its programmes, but it does not commit to ensuring that any individual will teach on any given programme. Where these members of staff leave SOAS, take leave or are otherwise unavailable to teach, then they will be replaced by either existing SOAS staff or new staff appointed by SOAS who are appropriately qualified.

14.3 Closure of Courses

- 14.3.1 Whilst we will use all reasonable efforts to deliver your Course in accordance with your Contract, circumstances may arise where we are required to close your Course. The circumstances where a Course may be closed are (without limitation):-
- (a) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of SOAS staff, or by other resources (e.g. temporary staff) that SOAS would normally engage in such circumstances;
 - (b) where a teaching location becomes unavailable due to an Event Outside Our Control; or
 - (c) there are an insufficient number of students enrolled on the Course meaning the continued running of the Course is financially unviable.
- 14.3.2 SOAS will take all reasonable steps to minimise disruption to students including using reasonable efforts to, with your consent, transfer you to a new course at SOAS for which you are qualified. You cannot attend an alternative course on a trial basis.
- 14.3.3 SOAS will refund any tuition fees which would have been incurred by you after the date of closure of the Course.

14.4 Consequences of changes to Courses

- 14.4.1 Where changes are proposed or have to be made for the reasons outlined at section 14.2 above, SOAS will take all reasonable steps to minimise disruption to students.
- 14.4.2 In the case of minor changes to your Course as determined by us, we will use reasonable efforts to keep such changes to a minimum and to keep you informed appropriately, for example by email.
- 14.4.3 In the case of substantial changes to your Course as determined by us, before implementing any such change, we will consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes which are to students' benefit will not normally be "substantial".
- 14.4.4 In the case of substantial changes which you reasonably believe will have a material prejudicial effect on you, you must notify us of this in writing, following which we may offer you a suitable alternative Course for which you are qualified. If you are unhappy with the alternative Course we offer you or we are unable to offer you a suitable alternative Course, you may end your Contract by sending an email to the Language Centre via the relevant email address indicated on the Language Centre Contact Us webpage: [Contact the Language Centre | SOAS](#) The effect of ending your Contract is that your Course will end and so you should carefully consider in such circumstances whether you want to end your Contract. You will remain liable for any tuition fees incurred up to the date when we receive your notification that you want to end your Contract.

14.5 Liability for acts outside our control

- 14.5.1 We will do all that it reasonably can to provide your Course as described on our website and in the Course Information or other documents issued by us to you. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our control may mean that we are not able to provide your Course.
- 14.5.2 We shall not be liable to you for any failure in the delivery of the Course arising from matters outside our control. This includes but is not limited to: industrial action which it is not within the capacity of SOAS to resolve; severe weather, fire, civil commotion, riot, cyber-attack, default by third party suppliers or subcontractors, 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 (an **Event Outside Our Control**).
- 14.5.3 We would normally expect such Events Outside Our Control to be short term and we will contact you to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Event Outside Our Control on your Course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method. If such an event results in the complete inability to deliver your Course for a continued period of four weeks or more then you will be entitled to terminate your Contract with immediate effect pursuant to section 12.6.2.
- 14.5.4 If you decide to terminate your Contract in such circumstances, you will remain liable for tuition fees incurred up until the date when you inform us of your decision. You will have no liability for Course fees after that time, and you will be refunded any excess payment you have made.

14.6 Limitation of our liability to you

- 14.6.1 We will not in any circumstances seek to limit or exclude our liability:-
- (a) caused by our negligence or the negligence of our employees, agents or subcontractors;
 - (b) for fraud or fraudulent misrepresentation; or
 - (c) for any other liability which we are not permitted to limit or exclude by law.
- 14.6.2 SOAS shall not be responsible to you for any of the following (unless we have been negligent):-
- (a) any losses which were not foreseeable to you and us when this Contract was formed and that were not caused by any breach on our part;
 - (b) loss of or damage to your property including damage to or theft of vehicles and bicycles parked on SOAS property or damage to or theft of computer equipment (including infection with a computer virus);
 - (c) the loss or non-return of work submitted for assessment;
 - (d) personal injury or death except if caused by our negligence or the negligence of our employees, agents or subcontractors;
 - (e) loss of earnings, loss of opportunity and loss of income or profit, however arising;
 - (f) loss of your data;
 - (g) any loss as a result of cyber fraud.

15. **Transfers and Deferrals**

15.1 We do not allow you to defer your enrolment to a subsequent Course (i.e. to another enrolment session).

15.2 **Transfer of language**

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 Cancellation Period.

15.3 **Transfer of level**

15.3.1 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.

15.3.2 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 emailing the relevant email address indicated on the Language Centre Contact Us webpage: [Contact the Language Centre | SOAS](#) before the relevant deadline for Transfer requests set out in section 15.5.

15.3.3 Only one Transfer of level request is permitted per student per Course. If a Transfer is not possible, we may allow you to Transfer to a Course in another language. If this is not desirable, a refund for any remaining classes (minus an administrative charge of £20) can apply. We will only Transfer you if your Course teacher or a Language Centre teacher or coordinator with responsibility for the relevant language has confirmed in writing that the Transfer is appropriate.

15.4 **Change of day, time or campus**

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 request a Transfer by emailing the relevant email address indicated on the Language Centre Contact Us webpage: [Contact the Language Centre | SOAS](#) before the relevant deadline for Transfer requests, set out in section 15.5.

15.5 **Transfer deadlines**

15.5.1 For 10-week Evening Language Courses SOAS must receive a Transfer of level request within 48 hours of the second lesson of the Course which You are Transferring from taking place.

15.5.2 For Summer Language Courses which start at 18.00 or later, SOAS must receive a Transfer of level request within 24 hours of the first lesson of the Course which You are Transferring from taking place.

15.5.3 We will only Transfer you if there is a space available on the Course you wish to Transfer to.

16. **Complaints**

16.1 If you have a complaint please follow the Language Centre complaints process which is available from the Language Centre. You may also complain via the SOAS Complaints Procedure which is available on the SOAS website.

17. Intellectual Property

- 17.1 Any Intellectual Property Rights developed by you during your Course are subject to SOAS' Intellectual Property Policy which sets out our rules on the ownership, protection and commercialisation of intellectual property, including that created by you as a student. You are subject to the Intellectual Property Policy whilst you are a student with the Language Centre at SOAS.

18. Data Protection

- 18.1 SOAS will receive Personal Data from you in various ways both before and during your Course and further information relating to you will be generated while you are studying with us. This may include special category or criminal convictions data under data protection legislation (the General Data Protection Regulations (Regulation (EU) 2016/679) as implemented by the Data Protection Act 2018 (as amended)).
- 18.2 Your Personal Data (including any special category Personal Data) will be held by SOAS and may be used by us to enable us to fulfil our responsibilities to you.
- 18.3 By enrolling on your Course you agree to us processing your Personal Data as set out in the [SOAS Data Protection Policy](#) and the [Student Privacy Notice](#) which can be found on our website.

19. General

- 19.1 Your Contract with SOAS is governed by and construed in accordance with English Law. You and we both agree that the English courts have exclusive jurisdiction to deal with any dispute arising out of or in connection with your Contract.
- 19.2 Your Contract is with SOAS and you may not assign or transfer it to any third party. A person who is not a party to your Contract with SOAS does not have any rights under or in connection with your Contract and shall not be entitled to make any claim in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 19.3 We may transfer our rights and obligations under this contract to another organisation. We will provide you with advance notice should such a transfer be proposed.
- 19.4 In the event that there is any conflict between a provision in these Terms and Conditions and the other documents forming part of your contract with SOAS, these Terms and Conditions shall take precedence.
- 19.5 Each of the provisions of your Contract with us including the provisions of these Terms and Conditions is separate and severable. Accordingly, if any court or body or authority of competent jurisdiction finds any such provision to be illegal, unlawful, void or unenforceable this will not affect the remainder of those provisions which will continue in full force and effect.

Schedule 1

Model Cancellation Form

To:

SOAS Language Centre
SOAS University of London
10 Thornaugh Street
Russell Square
London
WC1H 0XG

Email: languages@soas.ac.uk

I hereby give notice that I cancel my contract for the supply of educational services in relation to the following SOAS Language Centre programme:-

Your Full Name:	
Your Email Address:	
Full Course Name:	
Course Code:	
Order Number:	
Date of Purchase:	
Today's Date (the date of cancellation):	