

#### **Terms and Conditions**

Course Terms and Conditions for Members of the General Public: 2025-26

## THE UNIVERSITY OF BATH, SKILLS CENTRE (LANGUAGES)

Please read this document carefully. It contains important information about your contract with the University.

Language courses are intended for adults only. This means that you must be at least 18 years old when you start the course.

## **Contract with the University**

- 1. The purpose of these Terms and Conditions is to set out the contractual basis for your relationship with the University, and to draw your attention to key terms.
- 2. Your contract with the University is made up of:
- a. these Terms and Conditions;
- b. the course description on the course web page, which is available through <a href="https://www.bath.ac.uk/guides/foreign-language-courses-for-members-of-the-public/">https://www.bath.ac.uk/guides/foreign-language-courses-for-members-of-the-public/</a>
- c. the confirmation of your place from the Languages Team, which you will have received by email from language-skills@bath.ac.uk
- 3. Your contract is with the University even if your fees are paid by a third party on your behalf.

# **Expectations for conduct**

4. As a university, we are committed to providing a safe and friendly environment where you feel at home. We expect every member of our community to be treated – and treat others – with respect, so that everyone's time here is as positive as possible.

If in the reasonable opinion of the Head of Department, your behaviour is unacceptable and/or could bring the University into disrepute, we reserve the right to withdraw your place on the course.

#### **Attendance**

5. Regular attendance is vital to make progress with your course. Please notify your language teacher of any absence from your class, preferably by email.

# **Fees and Payment**

6. Details of the fees and charges you will have to pay are set out in the fees section of the web pages: <a href="https://www.bath.ac.uk/guides/foreign-language-courses-for-members-of-the-public/#course-fees">https://www.bath.ac.uk/guides/foreign-language-courses-for-members-of-the-public/#course-fees</a>.

- 7. Payment is via the University of Bath's online store. Card payments must be made through the appropriate website. Payment in cash, by cheque or by bank transfer is not accepted.
- 8. The university reserves the right to refuse you admission to your course if you have not paid all course fees. If you purchase the University of Bath student/staff course product in error, you will automatically be refunded and your place cancelled on the course with immediate effect. All payments must be made in compliance with the law. The University reserves the right to request further information in relation to payments and/or to refuse payment if it considers that acceptance of funds could risk putting it in breach of the law.
- 9. All payments must be in GB Pounds Sterling. You must pay any currency conversion costs or other charges incurred in making the payment or in processing a refund.
- 10. Please note that course fees do **not** include any fees for examination entry, which must be paid directly to the awarding body, should you choose to enter for an examination in the language you are studying. Examinations are conducted and awarded by external organisations and the University of Bath does not offer any accreditation for your language study.

## **Cancellations and Refunds**

### Cancellation as a consumer

- 11. If you enter into this contract as a consumer and not for purposes associated with a business, then you have legal rights under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 to cancel the Contract within 14 days (the Cancellation Period").
- 12. To cancel your place within 14 days of payment, please inform us by emailing language-skills@bath.ac.uk. Please write the name of your course in the subject line of your email. You may use the model cancellation form set out at Appendix B but are not obliged to do so.
- 13. The university will not start providing the course to you within the Cancellation Period unless, (i) you enter into the contract within 14 days of the course starting; or (ii) you expressly request the University to do so.
- 14. If you cancel within the Cancellation Period, then you will receive repayment of any fees already paid unless you enter into the contract within 14 days of the course starting or expressly ask the University to begin to deliver the course to you, in which case the university shall be entitled to charge you a fair proportion of the fees for the course.

# Other Cancellation rights

- 15. If you cancel your place on a course at any time after expiry of the 14-day refund period, you will not be entitled to a refund, other than in exceptional circumstances (see point 16 below).
- 16. Subject to approval and availability, you may be able to transfer your enrolment to a different language course taking place in the same term. Course fees already paid can be transferred to the new course, however, course fees cannot be transferred between terms or held over to the next academic year except in exceptional circumstances and as agreed by the Head of Languages. Any request for a transfer must be made to the class teacher who will liaise with the Languages Team to request the transfer. Learners must not transfer courses without written confirmation from the Languages Team, even if their teacher has agreed in principle to the switch.
- 17. If you believe you have exceptional circumstances and wish to request the cancellation of your place more than 14 days after payment, please write to us as early as possible by email to <a href="mailto:language-skills@bath.ac.uk">language-skills@bath.ac.uk</a>.

Please explain the exceptional circumstances behind your cancellation request, details of the course you wish to cancel and your payment receipt number. Please write the name of your course in the subject line of your email. Your case will be considered by the Claire Charlemagne, Head of Languages; their decision will be communicated to you within 14 days of your written request. If a refund is made, it will be on a proportional basis, according to the number of classes remaining in the course at the time that the cancellation request was received. An administration fee of £25 may be charged. The Head of Languages's decision is final.

# Cancellation by Us

18. The university's liability when it cancels a course will be limited to a refund of any fees or charges paid for the cancelled course. For partial cancellation of a course, such refunds will be made on a proportionate basis.

# Changes to Courses and cancellation by the university

- 19. The university use best endeavours to deliver each course in accordance with the description set out on our course web page at <a href="https://www.bath.ac.uk/guides/foreign-language-courses-for-members-of-the-public/#how-our-courses-work">https://www.bath.ac.uk/guides/foreign-language-courses-for-members-of-the-public/#how-our-courses-work</a>.
- 20. However, there may be situations in which it is desirable or necessary for the university to make changes in course provision and delivery, either before or after enrolment including potentially cancellation. This could include for example:
- 1) circumstances outside our control such as:
- (a)acts of God, flood, drought, earthquake or other natural disaster;
- (b)epidemic or pandemic;
- (c)terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d)nuclear, chemical or biological contamination or sonic boom;
- (e)any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
- (f)collapse of buildings, fire, explosion or accident;
- (g)any labour or trade dispute, strikes, industrial action or lockouts by third parties; and
- (h)non-performance by suppliers or subcontractors,
- 2) to ensure that the university complies with any law, regulation, code of conduct or safety requirement;
- 3) which do not materially affect the quality of the learning outcomes or student experience.
- In such circumstances, the university is entitled to:
- a. make reasonable changes to the content, syllabus and delivery of a course; and
- b. make reasonable changes to the timetable, mode of delivery (i.e. online, in-person, hybrid), location or teacher(s) specified for a course, including where otherwise unavoidable the cancellation of a limited number of classes.

The University will notify you of any such changes as soon as reasonably practicable and will use its reasonable endeavours to limit and reduce any possible disruption to the services you receive.

If the course is cancelled before it has started, the university will aim to refund all your fees and if the course is cancelled while it is running, the university will aim to refund an appropriate proportion of your fees. The university will also seek to transfer you to another course as an alternative if that is practicable.

# IT Equipment for online courses

21. If you are taking an online course, it is your responsibility, before your course starts, to ensure that you have access to suitable IT equipment and (as relevant) an internet connection to enable you to take your online course. The Languages Team is unable to offer IT assistance or equipment.

## **Expectations for In-person courses**

22. If you are taking an in-person course at the University of Bath campus, you are entitled to make use of the communal areas, facilities and study areas designated for use in connection with the course, for the duration of the course, at the specified class dates and times. We expect you to attend all classes and any related course activities on time, and to treat the premises with respect.

### Accreditation of the course

- 23. Unless expressly stated in the course content, Language courses are not formally accredited, whether by the University of Bath or otherwise, and may not be used to satisfy the requirements for the award of any degree by the University of Bath.
- 24. Where a course is stated to be accredited by a third-party provider in the course content, the third-party provider's terms and conditions will apply and our obligations will be limited to providing the course. We have no influence over their accreditation process, are not responsible for providing the accreditation.

# **Data protection**

- 25. By enrolling on a Languages course with the University of Bath, you agree that we may share the personal data you submit, including your contact details, with the Languages department providing the course, and the designated tutor(s) for the course, and that you may be contacted by the department or designated tutor in connection with the course. Your personal data will be dealt with in accordance with the privacy policy available here: Data Protection and Privacy Statement summary
- 26. The Languages Team will collect and use your information for the purposes of contacting you about any future Language courses run by the University. To opt out of marketing communications please contact <a href="mailto:language-skills@bath.ac.uk">language-skills@bath.ac.uk</a>.
- 27. Private/unauthorised recording by learners of any online teaching sessions (e.g. through MS Teams, Zoom or other platforms) is strictly forbidden.

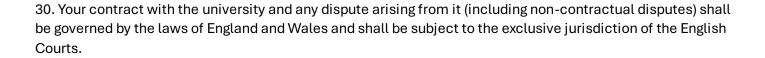
# Liability

28. Nothing in this contract is intended to limit the liability of the university for death or personal injury caused by negligence or for any other liability which cannot be excluded by law. Subject to this, the liability of the university in relation to this Contract is limited to the amount which you pay in fees in relation to the course.

# **Complaints Procedure**

29. If you have a complaint, you should follow the University of Bath Student Complaints Policy and Procedure, which is available on the University website <u>Student Complaints Policy and Procedure</u>. A paper copy of the complaints policy and procedure can be requested by contacting <u>language-skills@bath.ac.uk</u>

## Jurisdiction



Updated: 28 July 2025

# Appendix A - Cancellation Form To: University of Bath Head of Languages Skills Centre Wessex House University of Bath Claverton Down Bath BA2 7AY <u>languages@bath.ac.uk</u> I hereby give notice that I cancel my contract for the supply of the following service [Insert details of the course which you wish to cancel], Ordered on: [Insert details of ordering date] ..... Name of consumer/Student [Insert name of consumer/student] Address of consumer(s),[Insert address of consumer/student]

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