

## CITY LIT TERMS AND CONDITIONS – INDIVIDUAL CONSUMERS

These terms and conditions, together with our privacy policy, apply to your course booking.

Please read all of these terms and conditions carefully, together with our Learning Agreement which can be found at <https://help.citylit.ac.uk/hc/en-us/articles/360004613913-Learning-Agreement-> and our Refund and City Lit Credit Policy which can be found at <https://help.citylit.ac.uk/hc/en-us/articles/115002495285-Course-Changes-and-Cancellations>, before you book your course because, by booking, you agree to be bound by them.

Please note that we revise our terms and conditions from time to time. You will be subject to the terms and conditions in force at the time a contract is formed between you and us (as set out in paragraph 4).

If you do not accept these terms and conditions, you should not book a course with us.

### 1. **These terms**

1.1 **What these terms cover.** These are the terms and conditions on which we offer to enrol you on one of our courses.

1.2 **Why you should read them.** Please read these terms carefully before you book a course. These terms tell you who we are, how we will provide our courses, 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.

### 2. **Information about us and how to contact us**

2.1 **Who we are.** We are The City Literary Institute, a company registered in England and Wales. Our company registration number is 02471686 and our registered office is at 1-10 Keeley Street, London, WC2B 4BA.

2.2 **How to contact us.** You can contact us by telephoning our Student Services Team on 020 7831 7831 or by writing to us at [infoline@citylit.ac.uk](mailto:infoline@citylit.ac.uk).

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you using the telephone number or the email address or postal address you provided to us when you booked the course.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in this policy, this includes emails.

### 3. **Contract restrictions**

3.1 **Consumers only.** These terms and conditions relate to those booking on our courses for their personal use and not for any business purposes. If you have enrolled on a course for business purposes then our business terms and conditions will apply and which can be found at [INSERT].

3.2 **Age restrictions.** To ensure that we comply with the age-related restrictions from our funding bodies the Education & Skills Funding Agency and the Greater London Authority, we will ask you to confirm your date of birth and we may ask you to provide photo ID (such as a passport or driving licence) when you book a course with us.

3.3 **Confirmation of personal status.** By booking a course you are confirming to us that you are a consumer and that you are at least 19 years old.

#### 4. **Our contract with you**

4.1 **Contract terms.** We revise our terms and conditions from time to time. You and your course booking will be subject to the terms and conditions in force at the time that a contract is formed between you and us (as set out in paragraph 4.2).

4.2 **How we will accept your course booking.** Each time you book a course and we accept your enrolment, a new contract is created between you and us. Our acceptance of your course booking will take place when we confirm your enrolment on the course either via email, by post or in person, at which point a contract will come into existence between you and us.

4.3 **If we cannot accept your course booking.** If we are unable to accept your course booking, we will inform you of this in writing and will not charge you for the course. This might be because our course is fully subscribed, because of unexpected limits on our resources which we could not reasonably plan for, because you do not meet our minimum age or entry requirements for the course, because you have failed to pay any instalment plan, or any amounts owed, in respect of a previous course or because you have been banned from our courses due to abusive, disruptive or inappropriate behaviour.

4.4 **Your student number.** We will assign a student number to your course booking and we will tell you what it is when you enrol on a course. It will help us if you can tell us your student number whenever you contact us about your course booking.

#### 5. **Our courses**

5.1 **Course information.** The course information contained in our course catalogue or on our website has been published in good faith and we will do our best to ensure that it is accurate. However, it may occasionally be incorrect, incomplete or out of date due to human error or circumstances beyond our control. Where information is incorrect due to an error or circumstances beyond our control, we reserve the right not to accept your course booking for the affected courses, or if your booking has already been accepted, not to deliver the affected course to you. We will notify you if this is the case and will not charge you for the course.

#### 6. **Price and payment**

6.1 **Where to find the price for our courses.** The price of our courses will be the price set out on our website at the date of your course booking unless we have agreed another price in writing. We take all reasonable care to ensure that the price advised

to you is correct. However please see paragraph 6.2 for what happens if we discover an error in the price of the course you book.

6.2 **What happens if we get the price wrong?** It is always possible that, despite our best efforts, some of the courses may be incorrectly priced. We will normally check prices before accepting your course booking so that, where the correct price for the course at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the correct price of the course at your booking date is higher than the price stated to you, we will contact you for your instructions before we accept and process your enrolment. If we accept and process your enrolment where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as an error, we may end the contract and refund you any sums you have paid.

6.3 **When you must pay and how you must pay.** We accept payment by all major credit and debit cards. Unless your course fees are being paid by Student Finance England or you agree a payment plan with us, you must pay for the course at the point of booking.

6.4 **What to do if you think your course fees are wrong.** If you think your course fees are wrong, please contact us promptly to let us know.

## 7. **Your right to make changes**

7.1 If you wish to make a change to the course you have booked, please contact us. We will let you know whether the change is possible. If the change is possible, we will let you know about any changes to the price of the course, the timing of delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

7.2 For further details on making a change to the course you have booked, please see our Refund and City Lit Credit Policy.

## 8. **Our rights to make changes**

8.1 We may change a course:

8.1.1 to reflect changes in relevant laws and regulatory requirements;

8.1.2 to reflect changes in any relevant examining body's or funding body's requirements; and

8.1.3 to implement minor technical adjustments and improvements,

these changes will not affect your enrolment on the course.

## 9. **Providing the courses**

### **When we will provide the courses**

9.1.1 The course will begin on the date specified in your booking confirmation. We will inform you of the date on which the course will be completed.

- 9.1.2 The course will run until either the course is completed or you end the contract as described in paragraph 10 or we end the contract by written notice to you as described in paragraph 11.
- 9.2 We are not responsible for delays outside our control. If a course is delayed by an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay or cancellation you may contact us to end the contract and we will, at your option, refund you in full or issue City Lit credit for any courses which have not been provided. If you have already attended some sessions, we will, at your option, issue a pro-rata refund or City Lit credit for the sessions you were unable to attend.
- 9.3 **What will happen if you do not give us required information.** We may need certain information from you so that we can enrol you on a course, for example, your name, address, age, employment status, previous education and/or qualifications, any learning disabilities, health conditions, suitability declarations and, in the event that you are in receipt of any funding, confirmation of your income and/or any benefits you are in receipt of within 2 weeks of your enrolment. If so, this will have been stated in the description of the course on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (in which case condition 11 shall apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for not enrolling you on a course if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 9.4 **We may suspend your enrolment on a course if you do not pay.** If you do not pay us for the course when you are supposed to (see paragraph 6.3) and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend your enrolment on a course until you have paid us the outstanding amounts. We will contact you via telephone or in writing via text, email or letter to tell you we are suspending your enrolment on a course. We will not suspend your enrolment on a course where you dispute the course fees.
- 9.5 **We may suspend your enrolment on a course if you do not apply for your Advance Lender Loan.** If you do not apply for your Advance Lender Loan within 2 weeks of enrolling on a course then we may suspend your enrolment on a course until you have completed your Advance Lender Loan application. We will contact you via telephone or in writing via text, email or letter to tell you we are suspending your enrolment on a course.
10. **Your right to cancel or change your course**
- 10.1 You may contact us to cancel or change your course in accordance with our Refund and City Lit Credit Policy which can be found at <https://help.citylit.ac.uk/hc/en-us/articles/115002495285-Course-Changes-and-Cancellations>.

## 11. **Our rights to end the contract**

11.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

11.1.1 you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;

11.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to enrol you on a course; and

11.1.3 your behaviour is abusive, disruptive or inappropriate.

11.2 **We may also end the contract:**

11.2.1 if a course is not fully subscribed; and

11.2.2 because of unexpected limits on our resources which we could not reasonably plan for.

11.3 **You must compensate us if you break the contract.** If we end the contract in one of the situations set out in paragraph 11.1 we will refund any money you have paid in advance for a course we have not provided but we may deduct a reasonable amount as compensation for the net costs we will incur as a result of your breaking the contract.

## 12. **If there is a problem with a course**

12.1 **How to tell us about problems.** If you have any questions or complaints about a course, please contact us. You can telephone our customer service team at 020 7831 7831 or write to us at [infoline@citylit.ac.uk](mailto:infoline@citylit.ac.uk).

## 13. **Our responsibility for loss or damage suffered by you**

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable or not caused by us breaking the contract. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew that it might happen, for example, if you discussed it with us during the enrolment process.

13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal right that the a course will be supplied with reasonable care and skill.

#### 14. **How we may use your personal information**

- 14.1 **How we will use your personal information.** We will use the personal information you provide to us:
- 14.1.1 to supply the course to you;
  - 14.1.2 to arrange any funding via our funding bodies;
  - 14.1.3 to process your payment for the course; and
  - 14.1.4 if you agreed to this during the booking process, to give you information about similar courses that we provide, but you may stop receiving this at any time by contacting us.
- 14.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.
- 14.3 Please see our Privacy Policy which can be found at <https://help.citylit.ac.uk/hc/en-us/sections/360000992133-Privacy-Policy> for full details on how we will use your personal information.

#### 15. **Other important terms**

- 15.1 **We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 15.2 **You cannot transfer your rights to someone else.** You cannot transfer your rights or your obligations under these terms to another person.
- 15.3 **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 to end the contract or to make any changes to these terms.
- 15.4 **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.
- 15.5 **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, we can still require you to make the payment at a later date.

15.6 **Which laws apply to this contract and where you may bring legal proceedings?**

These terms are governed by English law and you can bring legal proceedings in respect of the contract in the English courts. If you live in Scotland you can bring legal proceedings in respect of the contract in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the contract in either the Northern Irish or the English courts.