

# Residential Course Terms and Conditions

MLA College Residential Course Terms and Conditions

Sponsor: Vice-Rector (Academic Affairs)

Version 4.0 (March 2024) Next review: March 2025

#### 1. Overview

1.1 These terms and conditions apply to MLA College's residential courses EYHD503 and EHYD506. This course is provided and operated by MLA College. Any queries about these terms and conditions, or comments or complaints about the course should be addressed to <a href="mailto:student.admin@mla.ac.uk">student.admin@mla.ac.uk</a>.

#### 2. Price

2.1 The price payable for the Residential course consists of the tuition fee, accommodation costs, the provision of lunch for each day of the residential component and any supplement required to cover costs of field equipment and facilities. The non-tuition fee elements may be subject to change. Students will be notified of the confirmed total cost once the residential dates have been agreed. The supplementary portion of the fee is reviewed annually and can increase to accommodate UK inflation rates.

### 3. Booking

- 3.1 We must receive payment of the whole of the price for the Residential course before your booking can be accepted. Payment represents an offer on your part to purchase a place on the Residential course, which will be accepted by us only when a formal written confirmation of acceptance of your offer is sent by us to you.
- 3.2 To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your booking and to confirm details of the Residential course you have applied for.

#### 4. Payment terms

- 4.1 We will take payment upon receipt of your order via the payment methods stated on our website. If the cost of the Residential course is being paid on your behalf by your employer or other funder, invoicing can be arranged by contacting student.finance@mla.ac.uk.
- 4.2 If it is not possible to obtain full payment for the Residential course from you, we may refuse to process your order and/or provide any further services. This does not affect any other rights we may have.

# 5. Ownership of rights

5.1 All rights in any materials issued in connection with the Residential course, including copyright, are owned by or licensed to MLA College. You have a licence to use these materials, including copying or storing them in whole or part, only for your own personal, non-commercial use. Any other use of these materials including any modification, distribution or reposting is prohibited unless you receive prior written consent from MLA College.

## 6. Cancellation rights

6.1 You have a legal right to cancel your order up to 14 calendar days after the day on which payment for your booking is made (Cancellation Period). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty (unless we have begun to provide the services within the Cancellation Period).

- 6.2 Should you wish to cancel your order in accordance with this clause, you must notify MLA College by emailing student.finance@mla.ac.uk.
- 6.3 In exceptional circumstances you may be able to transfer your enrolment to a later residential module subject to payment or refund of any difference in module fees and/or administration fees set by MLA College from time to time and published on our website.
- 6.4 In the event that you are unable to attend the programme, a full refund will be made where cancellation occurs more than 60 days prior to the commencement of the course. Students who cancel within 60 days of the commencement of the course will not be entitled to a refund.
- 6.5 The first day of the course is defined as the day upon which the learning materials for that module's pre-study are issued to students. This is not the date of commencement of the practical study session on location.

# 7. Cancellation by us

- 7.1 MLA College may be required to cancel the course if:
  - We have insufficient staff or resources to deliver the Residential course;
  - We are forced to cancel or postpone the Residential course due to circumstances out of our control.
- 7.2 If we have to cancel the Residential course for the above reasons, we will notify you as soon as possible by e-mail and will repay a fair and reasonable amount of the price paid, taking into account any services already provided as soon as possible, but in any event within 14 days.

## 8. Delivery of the Residential course

- 8.1 MLA will make all reasonable efforts to deliver the Residential course on the advertised dates, however we reserve the right to:
  - Make reasonable adjustment to the timetable, location or lecturers;
  - Make reasonable amendments to the content when necessary.

# 9. Liability

- 9.1 MLA College is only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.
- 9.2 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.
- 9.3 MLA College's total liability under or in connection with this contract whether in contract tort negligence or breach of statutory duty shall not exceed £5000.
- 9.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded

nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.