

CILEx TERMS AND CONDITIONS

Effective date: 25 August 2022

These terms and conditions (“Terms”) apply only to the CILEx Regulation Limited modules and related assessments designed and delivered by the University of Law Limited (the “University” or “we”, “us” or “our”) (the “CILEx Courses”).

CILEx Courses may be either a ‘module and assessment’ CILEx Course where module study, teaching, supervision and the first attempt assessment is provided by the University (a “Module and Assessment CILEx Course”) or an ‘assessment only’ CILEx Course where the first attempt assessment is provided by the University but no module study, teaching or tutor supervision is provided (an “Assessment Only CILEx Course”).

For the avoidance of doubt, any courses not listed in these Terms will be covered by the University’s Non Hong-Kong Terms or Hong Kong Terms as applicable. For further information visit the University website [here](#).

The specific detail of the CILEx Course you book and the applicable fees for that CILEx Course will be as set out on the University’s website and in the booking confirmation you will receive from the University (as described in paragraph 2 of these Terms). These are the Terms on which the University will supply the relevant CILEx Course to you.

Your booking in relation to a CILEx Course in accordance with paragraph 2 of these Terms may have immediate cost implications and may create financial commitments.

Please read these terms carefully before you book your CILEx Course with the University.

These Terms tell you who we are, how we will provide the CILEx Course to you, 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.

1 Information about us and how to contact us

- 1.1 **Who we are.** We are the University of Law Limited a company registered in England and Wales. Our company registration number is 07933838 and our registered office is at 2 Bunhill Row, Moorgate, London, England EC1Y 8HQ. Our registered VAT number is 151683901.
- 1.2 CILEx Regulation Limited is a company registered in England and Wales. Their company registration number is 06712409 and their registered office is Room 301, Endeavour House, Wrest Park, Silsoe, Bedford, MK45 4HS.
- 1.3 **How to contact us.** You can contact us in relation to the CILEx Courses by telephoning our Programme Administration team at 01483 405679 or by writing to us at ProgrammeAdmin@law.ac.uk.
- 1.4 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in your order.
- 1.5 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

2 The University's contract with you

- 2.1 **By completing the University's online booking process for a place in relation to a CILEx Course ("Booking"), you automatically enter into a legally binding contract with the University on these Terms.**
- 2.2 You will receive an email confirmation of your Booking with one (1) business day of the Booking. If you do not receive this, please promptly contact ProgrammeAdmin@law.ac.uk for further assistance.

3 Non-financial obligations on you

- 3.1 You accept and agree to be bound by and comply with:
- 3.1.1 all University policies published and as they may be updated from time to time on our website <https://www.law.ac.uk/policies/>;
- 3.1.2 all rules and regulations relating to the CILEx Courses contained in any student handbook we provide to you; and
- 3.1.3 the University's own academic, language and other requirements for your CILEx Course as notified to you or made available to you on the University website <https://www.law.ac.uk> ("**Requirements**").

4 CILEx Course fees

- 4.1 **We review our fees on an annual basis, taking into account UK inflation rates and other costs. Further information on our fees can be found here <https://www.law.ac.uk/student-terms-and-conditions/fees-and-installment-schedules/>.**
- 4.2 CILEx Course Fees include:
- 4.2.1 tuition fees for all CILEx Courses whether Module and Assessment CILEx Courses or Assessment Only CILEx Courses; and
- 4.2.2 digital copies of all CILEx Course materials.
- 4.3 Course Fees do not include fees for any resits or reassessments which you may be required to take.
- 4.4 If you have financial sponsorship and, for any reason, you are required to make any payment towards your Course Fees, in the form of a deposit or otherwise, you should make the payment yourself and then claim the amount from your sponsor.
- 4.5 Please note that even if someone other than you makes any payment, or agrees to make any payment on your behalf, you remain fully liable for full payment until the University has received cleared funds. Any rights the University has against the payer are not affected.

5 Cancellation, liability and refunds

- 5.1 Cancellation of this contract with the University occurs when you cancel your CILEx Course place, or if the University cancels this contract for one of the reasons listed in paragraph 5.7 or 5.8 below ("**Cancellation**").

Your right to cancel

- 5.2 To exercise your right to cancel your participation in a CILEx Course you must inform us of your decision to cancel by a clear statement sent by email to ProgrammeAdmin@law.ac.uk or via the eStore. You may also cancel by telephone +44 (0) 1483 405679.
- 5.3 The University will acknowledge your Cancellation within 24 hours of receipt. If you do not receive this acknowledgement please either re-send or contact us on +44 (0)1483 405679. We recommend you keep a copy of your acknowledgement of cancellation.

When you may cancel & fees you may still need to pay when you cancel

- 5.4 **Early cancellation:** you may cancel your CILEx Course within 14 days of Booking (known as “**the Cooling Off Period**”) in which case any CILEx Course Fees you have paid will be refunded to you in full however, the University will be entitled to deduct a charge from the refund owed to you where your CILEx Course starts or is running during the Cooling Off Period or you have accessed any digital content (including CILEx Course materials) before cancelling. We have explained your right to cancel and what sums we may deduct from any refund due to you in the table in paragraph 5.6.
- 5.4 **Other cancellation:** you may cancel your place on a CILEx Course at any other time, however, you may not be entitled to a full refund of your CILEx Course Fees and we will deduct a charge for any digital content (including CILEx Course materials) that you have accessed before you cancel. We have explained your rights to cancel and what you may still be responsible for paying in the table in paragraph 5.6.
- 5.5 **Cancelling your booking with the University will mean that you will not be permitted to attend the course you have booked.**
- 5.6 Table summary of cancellation rights and refunds:

| Cancellation rights and refunds for CILEx Courses. | | |
|---|---|---|
| | Date on which you cancel | The refund you will get (if any) |
| A1 | You cancel on or before the end of the Cooling Off Period and your CILEx Course has not yet started . | Any CILEx Course Fee already paid will be refunded but the University will deduct from your refund: <ul style="list-style-type: none">• where you have accessed any digital content (such as CILEx Course materials) before cancelling, a reasonable charge for the digital content you have accessed. |

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| A2 | <p>You cancel on or before the end of the Cooling Off Period but your CILEx Course has already started.</p> | <p>Any CILEx Course Fee already paid will be refunded but the University will deduct from your refund:</p> <ul style="list-style-type: none"> • a reasonable and proportionate sum commensurate with the amount of time that your CILEx Course has been running up to the date of cancellation; • where you have accessed any digital content (such as CILEx Course materials) before cancelling, a reasonable charge for the digital content you have accessed; and • a reasonable administrative fee to cover the University's costs and expenses incurred in dealing with the Booking up to the point of cancellation. |
| A3 | <p>You cancel after the end of the Cooling Off Period but before the start date of your CILEx Course.</p> | <p>Any CILEx Course Fee already paid will be refunded but the University will deduct from your refund:</p> <ul style="list-style-type: none"> • where you have accessed any digital content (such as CILEx Course materials) before cancelling, a reasonable charge for the digital content you have accessed; and • a reasonable administrative fee to cover the University's costs and expenses incurred in dealing with the Booking up to the point of cancellation. |
| A4 | <p>You cancel after the end of the Cooling Off Period and once your CILEx Course has started but you cancel within a period of up to two months after the start date of your CILEx Course.</p> | <p>Any CILEx Course Fee already paid will be refunded but the University will deduct from your refund:</p> <ul style="list-style-type: none"> • a reasonable and proportionate sum commensurate with the amount of time that your CILEx Course has been running up to the date of cancellation; • where you have accessed any digital content (such as CILEx Course materials) before cancelling, a reasonable charge for the digital content you have accessed; and • a reasonable administrative fee to cover the University's costs and expenses incurred in dealing with the Booking up to the point of cancellation. |

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| A5 | You cancel after the end of the Cooling Off Period and any time from the commencement of the third month after the start date of your CILEx Course. | You will not be entitled to any refund of any CILEx Course Fee already paid. |
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The University's right to cancel

5.7 The University reserves the right to refuse or cancel your booking on your CILEx Course for any of the following reasons:

- 5.7.1 If you do not provide us with a Certification Number issued to you by CILEx Regulation Limited.
- 5.7.2 If you have any outstanding debt owed to the University in respect of any other University courses.
- 5.7.3 If you fail to take up your place at the start of your CILEx Course.
- 5.7.4 If you are found to have committed gross misconduct or found guilty of a serious criminal offence.

Where the University cancels your place on a CILEx Course in the circumstances set out in this paragraph 5.7 for something you have done wrong you may not be entitled to any refund of the CILEx Course Fee already paid.

5.8 The University may also cancel a CILEx Course where:

- 5.8.1 there are not enough students confirmed on your CILEx Course; or
- 5.8.2 if the running or continuation of your CILEx Course becomes unviable or practically impossible for the University or the University cannot run the CILEx Course for reasons beyond its reasonable control,

in each case, the University will offer you an alternative start date for your CILEx Course. Should an alternative date not be available, the University will refund you in full for any part of the CILEx Course Fees you have already paid that has not been fully delivered.

6 **Deferral and Intermission**

- 6.1 You may request to cancel your current reserved CILEx Course place and reserve a new place to start at the beginning of a later CILEx Course up to the end of week two of your CILEx Course (to “**Defer**” or a “**Deferral**”).
- 6.2 An intermission request is a request made after the end of week two of your CILEx Course to cancel your current reserved CILEx Course place and reserve a new place to start a later CILEx Course, returning to an appropriate point in the later CILEx Course as notified to you by the University (to “**Intermit**” or an “**Intermission**”). For further information regarding Intermissions please see the Intermission Policy on our website available [here](#).
- 6.3 Deferral and Intermission may not be available on all CILEx Courses and there is no automatic right to Defer or Intermit. All Deferral and Intermission requests will be considered by the University on a case by case basis and the University will decide to grant or reject a request at its discretion. The University will confirm via e-mail whether or not your request has been granted and your fee liability.
- 6.4 Any request to Defer must be made by email to ProgrammeAdmin@law.ac.uk.
- 6.5 Any payments due to the University must be up to date at the time of your request to Defer.
- 6.6 Upon Deferral any CILEx Course Fee you have paid will be retained and carried over.
- 6.7 Any request to Intermit must be made by email to studentinfo-online@law.ac.uk.
- 6.8 Any payments due to the University must be up to date at the time of your request to Defer or Intermit.
- 6.9 Upon Deferral or Intermission any CILEx Course Fee you have paid will be retained and carried over.
- 6.10 If you intermit, please note that the CILEx Course Fees on the later CILEx Course may increase and you will be required to pay an additional sum to make up the difference in Course Fees. If you Defer your CILEx Course, you will be required to pay to the University the increase (if any) in the CILEx Course Fee which applies at the date you start or re-start your CILEx Course.
- 6.11 The University will confirm via e-mail whether or not your request to Defer or Intermit has been approved and your fee liability.

7 **Transfer**

- 7.1 A request to transfer is an application to transfer to another CILEx Course on these same terms (“**Transfer**”). For further information regarding Transfers please see the Transfer Policy available on our website [here](#).
- 7.2 You may request to Transfer before or after the start date of your CILEx Course.
- 7.3 Please note that Transfer requests are only available from CILEx Courses within the first two weeks of the Course start date.
- 7.4 A Transfer request must be made via e-mail to the relevant address below, explaining

why you wish to Transfer and the CILEx Course to which you wish to Transfer. Please include your full name and/or student reference number in your e-mail. All requests should be sent by e-mail to: programmeadmin@law.ac.uk.

- 7.5 Any payments due to the University must be up to date at the time of your request to Transfer.
- 7.6 Please note that only Transfers from an Assessment Only CILEx Course to a Module and Assessment CILEx Course are permitted. In the event that the fee for the CILEx Course to which you would like to Transfer to is more than the CILEx Course Fees you have already paid, you will be required to pay an additional sum to the University to make up the difference. The University will notify you of the additional course fees you will be required to pay to Transfer your course.
- 7.7 There is no automatic right to Transfer. All Transfer requests will be considered by the University on a case by case basis and the University will decide to grant or reject a request at its discretion. The University will confirm via e-mail whether or not your request to Transfer has been granted and your fee liability.

8 Your use of the University's systems and materials

- 8.1 Where you have access to the University's information technology systems, or access to other learning platforms or mobile applications (together known as the "IT Services"), you may be required to sign up to additional terms and conditions relating to the use of those IT Services when you first access those IT Services. You must ensure you read and accept those terms and conditions to be able to continue to use those IT Services.
- 8.2 Where the University provides you with any materials for your CILEx Course (including reading lists, software applications, lecture notes in any format or media), you may only use those materials in accordance with the University's Intellectual Property Policy for Students which is available on the University's policies page at: <https://www.law.ac.uk/policies/>.

9 Changes to your CILEx Course

- 9.1 The University will use its reasonable endeavours to deliver your CILEx Course in accordance with the description given to it on the University's website at the date of the start of your CILEx Course. However, the University reserves the right to make any variations to your CILEx Course that it considers to be reasonably necessary including (without limitation):
- 9.1.1 as a result of a commissioning or accrediting body requiring certain content to be added to or changed within your CILEx Course; and/or
- 9.1.2 if your educational experience would be or would be likely to be impaired if changes were not made to your CILEx Course.

- 9.2 Where the University makes changes to the content and structure of your CILEx Course as well as the dates, times, and method of delivery and we consider that such changes would mean you receive a materially different service to what you agreed to when you booked your place on the CILEx Course, we will notify you in writing and you will be given the opportunity to confirm in writing within 14 days whether you would like to withdraw from your CILEx Course without further liability. We will refund the fees you have already paid, minus a reasonable deduction to cover the cost of the materials and a proportion of the programme already delivered.
- 9.3 We are responsible to you for foreseeable loss and damage we cause you as 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. 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 it might happen, for example, if you discussed it with us at the time you booked your CILEx Course.

10 How we may use your personal information

- 10.1 **How we may use your personal information.** We will only use your personal information as set out in our privacy policy available at https://www.law.ac.uk/globalassets/13.-media--doc-repo/08.-policies/pdf_policies_privacy-policy.pdf

11 Other important terms

- 11.1 **We may transfer this Agreement 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 these Terms.
- 11.2 **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.
- 11.3 **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.
- 11.4 **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 CILEx Course to you, we can still require you to make the payment at a later date.
- 11.5 **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 products in the English courts.
- 11.6 **Complaints Procedure.** If you wish to make a complaint about the University or any aspect of your CILEx Course please refer to our Complaints - Student Guide (Q9.2.3) for guidance available [here](#).

11.7 **Changes to legislation and regulatory requirements.** Reference in these Terms (or in our policies, rules, regulations or Requirements at paragraph 3.1 above) to any:

- statute, regulation or other legislation, including subordinate legislation;
- Government agencies, departments or regulatory bodies, such as UK Visas and Immigration and the Home Office; and/or
- requirements imposed by Government agencies or departments or regulatory bodies,

shall include any replacement, amendment, re-enactment or extension of such legislation, department, agency or requirement as made from time to time.

11.8 **The CILEx Course will be taught in English** and all course materials will be provided in English.