

PCLL CONVERSION EXAMINATIONS PREPARATORY COURSE AND ONLINE PCLL CONVERSION EXAMINATIONS PREPARATORY COURSE TERMS AND CONDITIONS

FOR COURSES DELIVERED IN OR INTO HONG KONG

Effective date: 20th April, 2022

These terms and conditions (“Terms”) apply only to the learning and preparation packages designed and delivered by The University of Law Limited (the “University” or “we”, “us” or “our”) relating to the full PCLL Conversion Examinations Preparatory Course (“PPC”) and full Online PCLL Conversion Examinations Preparatory Course (“PPC Online”) (each a “Course” or the “Courses”).

The specific detail of the Course you book and the applicable fees for that Course (“Course Fees”) 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 Course to you.

Your Booking (as defined below) in relation to a 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 Course with the University.

These Terms tell you who we are, how we will provide the 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 (company number 07933838), whose registered office is at 2 Bunhill Row, London, EC1Y 8HQ

1.2 **How to contact us.** You can contact us in relation to the Courses by telephoning our Courses Administration team at **+852 39598667** or by writing to us at Studentinfo-HongKong@law.ac.uk.

1.3 **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 on your booking through our eStore.

1.4 **“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 Course (“Booking”), you automatically enter into a legally binding contract with the University on these Terms.**

2.2 You will receive a written confirmation of your Booking. Joining instructions will be forwarded to you prior to the start of each of your Course modules.

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 contained in the student regulations; and

3.1.3 The University’s own academic, language and other requirements for your Course as notified to you or made available to you on the University website <https://www.law.ac.uk> (“Requirements”).

4 Course Fees

4.1 The Course Fees on our eStore on <https://estore.law.ac.uk/hk/ppc> are valid until **30th June 2023**. We review our fees on an annual basis, taking into account Hong Kong inflation rates and other costs.

4.2 You will be informed of your Course Fees liability in writing following the expiry of the Cooling Off Period (as defined at paragraph 7.4.1).

4.3 **The Course Fees exclude the costs of the PCLL Conversion Examinations (the “PCLL Conversion Examinations”) (and any resits or reassessments which you may be required to take associated with the PCLL Conversion Examinations). The Course Fees also exclude lunch, travel and accommodation costs.**

5 PPC Incentives and Awards

- 5.1 If you have been awarded a University scholarship, bursary, award, PPC Incentive (as defined in the PCLL Conversion Examinations Preparatory Course (PPC) Incentives Terms and Conditions available at <https://www.law.ac.uk/student-terms-and-conditions/>), or any other promotional discount (each an "Award"), you will receive your Award according to the specific terms and conditions applicable to that Award.
- 5.2 You may be eligible for a PPC Incentive when booking your Course. For information regarding the PPC Incentives applicable to your Course that you may be eligible for, please refer to the PCLL Conversion Examinations Preparatory Course (PPC) Incentives Terms and Conditions available at <https://www.law.ac.uk/student-terms-and-conditions/>.
- 5.3 Where applicable, you may be eligible for more than one PPC Incentive at the same time. Please refer to the PCLL Conversion Examinations Preparatory Course (PPC) Incentives Terms and Conditions available on <https://www.law.ac.uk/student-terms-and-conditions/> for further information.
- 5.4 Please be aware that some PPC Incentives cannot be awarded in conjunction with others, for example the Alumni Discount is not available with the PPC with Exemption (Business Associations) Discount. For further information please refer to the PCLL Conversion Examinations Preparatory Course (PPC) Incentives Terms and Conditions.
- 5.5 Please note that PPC Incentives, Awards and any other discounts are not available when booking individual modules of a Course.
- 5.6 Any award of any PPC Incentives, Awards or other discounts are always made at the University's sole discretion.

6 Assessments

- 6.1 The University does not conduct or make arrangements for you to sit the PCLL Conversion Examinations or any other related assessments. These are provided through a third party provider, PCLL Conversion Examination and Administration Limited ("PCEA"). You are responsible for making your own direct arrangements to sit

the PCLL Conversion Examinations. Further details of the PCLL Conversion Examinations can be found at <https://www.pcea.com.hk/>.

- 6.2 The University confirms that the Courses have been designed by the University to enable you to meet the requirements of the PCLL Conversion Examinations as notified by the PCEA **provided that** you have completed the University's recommended study **before** sitting your PCLL Conversion Examinations.
- 6.3 **You are required to pay all relevant fees for the PCLL Conversion Examinations direct to the PCLL Conversion Examinations Board. These fees are not included in the Course Fees.**
- 6.4 Completion of the PPC does not guarantee students' entry onto the PCLL as this is at the discretion of the PCEA and the PCLL third party providers.
- 6.5 Delegates must bear in mind that if they undertake the PPC but then sit the PCLL Conversion Examinations at a later date (i.e., not immediately after undertaking the PPC), the assessment method and syllabus on which they will be examined may have changed in the interim; it is students' responsibility to check for any updates from the PCEA. Further, the PCLL entry requirements are subject to change and students would need to check for any updates from the PCLL providers.

7 Cancellation, liability and refunds

- 7.1 Cancellation of this contract with the University occurs when you cancel your Course place, or if the University cancels this contract for one of the reasons listed in paragraph 7.5 below ("**Cancellation**").

Your right to cancel

- 7.2 To exercise your right to cancel your participation in a Course you must inform us of your decision to cancel by a written clear statement sent by email to ProgrammeAdmin@law.ac.uk.
- 7.3 The University will acknowledge receipt of any Cancellation within 24 hours of receipt. If you send us an Email Cancellation and do not receive this acknowledgement please either re-send or contact us on +852 39598667. We recommend you keep a copy of your acknowledgement of cancellation.

Cancellation by you, Course Fees and refunds

7.4 You may opt to cancel your Course:

7.4.1 Within 14 days of booking (known as the “**Cooling Off Period**”) or no less than one calendar month before the start of your Course, whichever is the later, in which case any Course Fees you have paid will be refunded to you. However, if the Course starts or is running during the Cooling Off period, the University will be entitled to charge for Course materials provided at a reasonable pro-rata fee for the part of the Course which you completed prior to cancelling. Cancelling your booking with the University will mean that you will not be permitted to attend the Course you have booked.

7.4.2 After 14 days of booking or no less than one calendar month before the start of your Course, whichever is the later, Course Fees are non-refundable and we can defer you to an alternative date as detailed in paragraph 7.7.

The University’s right to cancel

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

7.5.1 If you have any outstanding debt owed to the University in respect of any other University courses;

7.5.2 If you fail to supply any requested documentation prior to registration for the Course;

7.5.3 If you fail to take up your place at the start of your Course; or

7.5.4 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 Course in the circumstances set out in paragraph 7.5 for something you have done wrong you may also be liable for Course Fees.

7.6 The University may also cancel a Course where:

7.6.1 there are not enough students confirmed on your Course or if the number of students confirmed on your Course exceeds the number of places available on your Course.

7.6.2 if the running or continuation of your Course becomes unviable or practically impossible for the University or the University cannot run the Course for reasons beyond its reasonable control,

7.7 If a Course is cancelled in accordance with this paragraph 7.7, the University will endeavour to offer an alternative date. Should an alternative date not be available, the University will refund you in full any part of the Course Fees you have already paid that has not been fully delivered. The University cannot be held responsible to you for any remedy, damages or compensation beyond this.

8. Deferrals

8.1 A deferral is a request to cancel your current reserved Course place and reserve a new place to start at the beginning of a later Course (“**Defer**” or “**Deferral**”).

8.2 Deferral may not be available on Courses and there is no automatic right to Defer.

8.3 All Deferral requests must be made up to 14 days before the Course start date. You may only request a Deferral once, to a later Course commencing within 12 months of your original Course start date.

8.4 Decisions on any request to Defer will be made by the University in its sole discretion.

8.5 Any request to Defer must be made by email to Studentinfo-HongKong@law.ac.uk.

8.6 Any payments due to the University must be up to date at the time of your request to Defer.

8.7 The Course Fees on the later Course may increase. If you Defer your Course, you will be required to pay to the University the increase (if any) in the Course Fee which applies at the date you start or re-start your Course.

8.8 The University will confirm via e-mail whether or not your request to Defer has been approved and your fee liability.

9. Transfers

9.1 A request to transfer is an application to transfer to another Course mode and/or University Campus on the same terms ("Transfer").

9.2 **Transfer is not available** on any Courses and there is no automatic right to Transfer or right of appeal.

10. Intermission

10.1 An intermission request is a request made after week 2 of your Course to cancel your reserved place and reserve a new Course place to start on a later Course, returning at an appropriate point in the later Course agreed with the University (“Intermission” or to “Intermit”).

10.2 **Intermission is not available** on your Course and there is no automatic right to Intermit or right of appeal.

11. Your use of the University’s materials

11.1 Where the University provides you with any materials for your Course (including reading lists, software applications, lecture notes), you may only use those materials in accordance with the University’s policies and procedures.

12. English language requirements

12.1 The Course will be taught in English and all course materials will be provided in English.

13. Changes to your Course

13.1 The University will use its reasonable endeavours to deliver your Course in accordance with the description given to it on the University’s website at the date of the start of your Course. However, the University reserves the right to make any variations to your Course that it considers to be necessary including (without limitation):

13.1.1 as a result of a commissioning or accrediting body requiring certain content to be added to or changed within your Course; or

13.1.2 if your educational experience would be or would be likely to be impaired if changes were not made to your Course.

13.2 Where the University makes changes to the content and structure of your Course as well as the location, 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 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 Course without further liability. We will refund the fees you have already paid, minus any materials charge. We will not have any further liability to you for remedy, damages or compensation in this situation beyond the refund.

14. Our responsibility for loss or damage suffered by you

14.1 Subject to all applicable laws, 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 during the sales process.

15. How we may use your personal information

15.1 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

16. Other important terms

16.1 **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.

16.2 **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.

16.3 **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.

16.4 **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 Course to you, we can still require you to make the payment at a later date.

16.5 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.

16.6 Complaints Procedure. If you wish to make a complaint about the University or any aspect of your Course please refer to https://www.law.ac.uk/globalassets/13.-media--doc-repo/08.-policies/pdf_policies_complaints-student-guide.pdf for guidance.