



UNIVERSITY OF
LIVERPOOL

OPEN LANGUAGES COURSE INFORMATION AND TERMS AND CONDITIONS

Effective from September 2023

This document sets out the terms and conditions between the University of Liverpool and students enrolled on courses run and administered by Open Languages, whether on an extracurricular or standalone basis.

You should review this information carefully before enrolling on a course delivered by Open Languages.

Copies and alternative formats may be obtained from Open Languages on request.

We are delighted that you are considering studying a language with us.

This guide is designed to set out the process of enrolment, fee payment, and terms and conditions that would apply to your study with Open Languages (OL), to help you make an informed choice about your course. We very much hope you will be joining us this year – if you have any questions, please [get in touch](#).

The terms set out below apply specifically for students who are paying a separate fee to study standalone or extracurricular OL courses. If you are taking an OL course as part of your substantive degree programme then you should refer to the standard [terms and conditions](#).

1.1 Our courses

All our courses are listed on the OL website at www.liverpool.ac.uk/languages/open-languages/.

Here you will find full course descriptions and information relating to fees payable. All information provided is correct at the time of publication and is subject to change.

If you require more in-depth detail about the course content than that offered on the website, please contact the OL team at openlang@liverpool.ac.uk.

OL reserves the right to change, due to unforeseen circumstances, a course lecturer or to revise the content or delivery of courses from those set out in the online prospectus. Any course changes will be notified as soon as it is practical and reasonable to do so.

1.2 Who can join?

We welcome anyone aged 16 and over who can benefit from the opportunities available at the University. Our students come from all walks of life; some have no previous experience of higher education. There are no formal entrance requirements – all that is required is interest and a real love of learning. To study an Open Languages course, you should have an IT device (mobile phone/laptop/tablet/computer) that can connect to the internet. Additionally for online courses, you will need an IT device that has a camera and microphone.

Please be aware that OL is designed as an adult learning environment, where discussions are at a mature level and self-motivation is essential. Very occasionally, course content may not be suitable for under-18s. Course descriptions will clearly state if this is the case.

If you are under 18 years of age we need to ask you to supply written permission to participate from your parent or legal guardian. A standard form is available for the purposes of giving permission. The person giving permission will also need to supply an emergency telephone number. We are not able to admit those under the age of 16.

If you are a University of Liverpool under- or post-graduate student, you can take OL courses as extra-curricular modules.

1.3 How to enrol

Please enrol as soon as possible as we operate a 'first come, first served' policy. Except in the case of some free events, you need to enrol in advance of the course start date.

All our enrolment takes place online. Visit our website at <https://www.liverpool.ac.uk/languages/open-languages/> and follow the link to browse the languages on offer and book courses.

For security reasons, we are not able to accept paper enrolments either in person or by post, and we are unable to accept cash or cheques.

1.4 Registration

We cannot register you onto a course unless you fully complete the online enrolment form and have paid the appropriate fee via our online store.

1.5 Fees

Fee details are included in each course description.

Standard course fee: this applies by default where evidence of eligibility for a concessionary fee cannot be provided.

Concessionary fee: this applies if you receive (or you are an unwaged dependent on someone that receives) one of the following UK means-tested benefits, or if you receive a University of Liverpool means-tested or income-related bursary: -

- Universal Credit
- Pension credit
- Council Tax Reduction (Please note that this is different to Council Tax discounts, exemptions and disregards)
- Income-related Employment and Support Allowance
- Income Support
- Housing Benefit
- Working Tax credit
- Child Tax credit

Proof of entitlement to a concession will be requested each time you enrol. Concessionary fees are available due to the generous support of the John Hamilton Bequest.

TERMS AND CONDITIONS – OPEN LANGUAGES

Please note that we are unable to offer concessionary fees to those who receive non-means tested benefits (such as PIP/disability living allowance, new-style Job Seekers Allowance, careers/attendance allowances or contribution-based allowances).

Any additional course costs, such as books, trips or entrance fees, are clearly indicated in course descriptions on our website. Please note most OL courses require the purchase of a textbook.

Please note these fees apply to OL courses only, and do not apply to Continuing Education courses administered by CE. Please refer to the separate [Continuing Education Terms and Conditions](#) for these courses.

Postgraduate students who are taking OL modules to support their programme are not entitled to free courses and are required to pay the concessionary course fee. If the fee is to be paid by your main teaching/research department then please [contact us](#) to arrange this.

1.6 Fees for assessment

Open Languages extracurricular modules are not eligible for University credits, and do not contribute towards any award. However, regular formative assessment and feedback is undertaken to allow students and tutors to measure and discuss progress.

The fee for this assessment is already incorporated into the course fee and is non-refundable even if students decline to participate in assessments, as formative assessment is integral to the course design.

There are usually 11 weeks of teaching followed by the optional final assessment in the 12th week; the cost of the course is the same whether you choose to take the final assessment or not.

Although assessments are optional, we do require a certain level of commitment if you wish to progress in your learning.

Shorter 'faster' courses do not include assessments.

1.7 Course cancellations

If a course is full or has to be cancelled, we will always notify you as quickly as possible. Courses require a minimum number of students to run; this can vary by course. Where a course is cancelled by the University due to low numbers, a full refund will be issued to the same card that was used to pay the fee. Refunds will be identified on bank and credit/debit card statements as being from the University of Liverpool. OL reserves the right to change a course lecturer or withdraw a course in the event of unforeseen circumstances.

Weekly course meeting dates are normally sequential (unless otherwise stated) but on occasion planned dates may need to be rearranged, postponed or cancelled due to

unforeseen or unavoidable circumstances such as staff illness, industrial action or local/government restrictions.

We recommend that you do not purchase any books or other equipment for your course until we have confirmed the course is definitely running. Decisions are usually made around 7 days prior to the course starting.

More information about circumstances which might occur and that are outside the University's control are outlined in section 1.19.

1.8 Refund request or withdrawal from a course

If you wish to withdraw from a course, an emailed application for a refund must be sent to openlang@liverpool.ac.uk a minimum of 14 days prior to the course start date. No refunds will be issued after this date. All withdrawal refunds are subject to an administrative charge of 10% of the relevant fee.

This does not affect your statutory right to cancel this contract at any time within the 14 days immediately following your registration on a course, without giving any reason. In such a circumstance, you will be entitled to a refund of any course fee you have paid to the University prior to your decision to cancel.

All notices of cancellation must be made in writing.

1.9 Personal information and data security

The Student Enrolment and Registration Form collects information that is required by the Higher Education Statistics Agency (HESA) by law, and which is used as the basis for your student record and the University's monitoring of equal opportunities. We are not able to enrol you if you do not complete all sections of the enrolment form.

When you enrol onto a course delivered by OL, you accept that the University will collect, retain and process certain personal data about you, which will include sensitive personal data about you (for example, data concerning your racial/ethnic origins, criminal convictions, health and wellbeing). The University will hold and process these data in accordance with its legitimate interests and the lawful basis of 'public task', in order to exercise its responsibilities, and to fulfil its education and support obligations to you.

The University will hold and process your personal data in compliance with our obligations as Data Controller under the General Data Protection Regulation and Data Protection Act 2018. We will not share your data with third parties unless we have an appropriate consent from you, are under a statutory or regulatory obligation to do so (such as with Liverpool Guild of Students, Office for Students, Higher Education Statistics Authority, Student Loans Company, Skills Funding Agency, local authorities or the Police), or are otherwise permitted to do so under the aforementioned Acts of Parliament.

In the interests of transparency, the University maintains a series of Privacy Statements which outline in more detail how it collects, retains and processes your personal data, which may be

updated from time to time. These are available at www.liverpool.ac.uk/legal/data_protection/privacy-notices/.

1.10 IT and information security

You must comply with all regulations, policies and codes of practice in relation to the use of IT during the course of your studies. These can be found on the University's [website](#).

Use of all IT equipment and its connection to the University's IT network must comply with the relevant sections of the regulations and policies. These prohibit the use of computing devices and the University's network for, amongst other things, any illegal activity, the creation or transmission of offensive or obscene material, and the creation or transmission of any material which infringes the IP rights of another person. The University may monitor the use (including any personal use) of its network and systems (including telephone, email, voicemail, internet, other communications, and computer systems) and review or restrict information transmitted using them as reasonably necessary to ensure the appropriate use of its services and to comply with its legal obligations.

By connecting to the University's IT network, you are accepting all the associated risks. This includes when you connect to the network with any of your own devices. The University will not be liable for any damage that is caused by your use of IT equipment and/or connection to the University's network, except in the case of any foreseeable damage resulting directly from the University's negligence or failure to comply with this contract.

1.11 Means of communication

Email is the primary form of communication for all course matters. Please ensure that the OL Office has your current email address and that you check your email account regularly, including your junk folder.

You are entitled to create a University of Liverpool student email account and we would encourage you to do so and to check this account regularly. Further information about this process is available at on the [IT Services website](#).

You can also contact us by telephone: +44 (0)151 794 6900

1.12 Declaration of criminal convictions

The main aim of the University of Liverpool is to admit students with the ability to benefit from the opportunities available at the University. Possession of a criminal conviction will not necessarily mean that an application to study in OL will be unsuccessful. It is, however, important that this aim is achieved without prejudice to the safety and well-being of other members of the University community, and there may be occasions where this has to be placed ahead of all other considerations. Decisions regarding the admission of an

applicant with criminal convictions are taken fairly and only after the implications of any conviction have been fully explored.

OL requires all applicants who have a *relevant* criminal conviction to declare this on the standard enrolment form. A relevant criminal conviction is one which involves offences against the person, whether of a violent or sexual nature, and convictions for offences involving unlawfully supplying controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking.

Convictions that are spent (as defined by the Rehabilitation of Offenders Act 1974) are not considered to be relevant. You can find more information on this at <https://www.liverpool.ac.uk/media/livacuk/study/undergraduate/applying/criminal-convictions-policy.,2022.pdf>

It is important to note that a failure to declare a relevant unspent criminal conviction is taken very seriously and could result in expulsion from the University. You should therefore seek advice before completing our enrolment form if you are in any doubt about what you might need to declare.

1.13 Student conduct

The University takes students' wellbeing very seriously and works to create a safe, supportive and respectful campus community. In order to ensure that our campus environment remains inclusive and welcoming to all, we expect high standards of behaviour on and off campus: our students are respectful of others and look out for one another.

You should be aware that your behaviour on and off campus, online and offline, is expected to reflect the values of our community of learning and abide by the Policy on Student Conduct and Discipline. You agree to the terms of this Policy when you enrol on a course. You can read the Policy at www.liverpool.ac.uk/student-administration/policies-procedures/conduct-discipline/.

1.14 The University's general regulations

By enrolling on a course delivered by OL, you accept and agree to be bound by the terms of this document, by the University's instrument and articles of government, by the University's regulations, policies and procedures, by any additional agreement that is required as part of your course, and by the other documents referred to in these terms and conditions. All of these documents can be found on the University's website and, unless otherwise agreed, the latest versions of these documents will apply.

In particular, you accept and agree to be bound by all [Statutes](#), [Ordinances](#), Regulations, Rules, Policies and Codes of Practice of the University, as they may be updated from time to time, including and where appropriate, but not exclusive to:

- [The Student Charter \(including its Annual Annexe\)](#)
- [Student Complaints Policy and Procedure](#)

- [Policy on Student Conduct and Discipline](#)
- [IT Regulations and Policies](#)
- [Library Regulations](#)
- [Diversity and Equality of Opportunity Policy](#)
- [Dignity at Work and Study Policy](#)
- [Code of Practice on Freedom of Speech](#)

The University may change this document, any one of the above regulations, policies, procedures or codes of practice, or any other elements of your contract from time to time in order to ensure that it operates efficiently for students, is consistent with best practice, and/or complies with any legal or regulatory requirements. The University will ensure that any important changes to these documents are notified to you as soon as possible.

1.15 Complaints

The Student Charter sets out your general entitlements and responsibilities. If you believe you have a legitimate complaint, you should refer in the first instance to the Student Charter to clarify what is reasonable for you to expect from the University in the relevant area and whether you have discharged your corresponding liabilities.

If you wish to proceed with a complaint, then you may invoke the Student Complaints Policy and Procedure. The Policy and Procedure sets out how you may seek to have your complaint addressed.

It should be recognised that the vast majority of concerns can be handled fairly, amicably and to the satisfaction of all concerned on an informal basis. Only when informal means have been exhausted should a complaint be pursued.

The Student Complaints Policy and Procedure, as well as a pro-forma for the submission of a complaint, is available at www.liverpool.ac.uk/student-administration/policies-procedures/complaints/ or from openlang@liverpool.ac.uk.

1.16 Intellectual property

Intellectual property (IP) refers to creations of the mind, such as inventions; literary and artistic works; designs etc.

Subject to the remaining provisions of this section, where you are enrolled on a course delivered by OL, and where you are **not** also considered to be an employee of the University, you will own all Intellectual Property (“IP”) that you create and/or develop while you are studying at the University, subject to the exceptions prescribed below.

Exceptions to your sole ownership of IP may include, yet not be exclusive to:

- Where you generate IP as part of an activity where a third party requires ownership (e.g. where on a placement your host requires ownership, or where your studies are sponsored and the sponsor requires ownership);

- Where you generate IP that builds upon existing IP generated by employees of the University;
- Where you generate IP that you jointly create and/or develop with employees of the University;
- Where you generate IP outside the normal teaching and learning activities of your course, and with more than incidental use of University resources;
- Where you are recruited on a programme of study under the specific understanding that, due to the particular commercial or IP-sensitive environment, your IP position is varied.

Where your situation falls within the exceptions prescribed above, the University may require you to assign your IP rights to the University whereupon you will have access to the revenue sharing scheme applicable to employees of the University. More information on this process can be found at www.staff.liverpool.ac.uk/research/ip-commercialisation/ .

The University will share with you any financial benefit accruing to it from the commercial application of University-owned IP which you create and/or develop, in accordance with its [Intellectual Property Policy](#) from time to time in place.

You acknowledge that during the course of your studies you may have access to confidential information belonging to the University or a third party and you agree that you will not use such confidential information other than in connection with your studies (and then only upon such terms and conditions as may have been agreed) and will not without the prior consent of the University or the third party to whom it belongs disclose such confidential information.

1.17 Health, safety and wellbeing

The University will act in accordance with all health and safety legislation and regulations to provide a safe working environment for you during the course of your studies. This applies to all campuses where staff and students may be working or studying, or to the virtual learning environment for blended or distance learning programmes delivered online.

The University will monitor health and safety to ensure continuous improvement, to reduce the risk of an accident and to prevent injury and ill-health. If you are studying remotely from your own home/office/non-university location, you are responsible for the health and safety of your own physical environment.

The University will provide such information, instruction, training and supervision as is reasonably necessary to ensure the health and safety of its staff and students.

You must make yourself familiar with all of the University's procedures and regulations relating to health and safety, including the University's [Safety Policy](#) and any specific rules that apply to your programme or the building in which you are located. All health and safety procedures and regulations must also be followed when you are studying off campus. If you fail to follow health and safety procedures and regulations, the University may take disciplinary action against you.

You must inform the University if you have any mobility issues or if there is any other reason which would affect your ability to follow any health and safety procedures or regulations whilst on the campus or organised field trips. The University will make any reasonable adjustments and provide you with additional support to ensure your safety and wellbeing.

1.18 The University's liability to you

If the University fails to comply with its contract with you, the University is responsible for any loss or damage you suffer that is a foreseeable result of the University's breach of contract or failure to use reasonable skill and care. However, the University is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the University's breach or if it was contemplated by you and the University at the time the contract was entered into.

The University does not exclude or limit in any way its liability for:

- death or personal injury caused by the negligence of the University or its employees, agents or sub-contractors;
- fraud or fraudulent misrepresentation; or
- any other act or omission, liability for which may not be limited by law.

Subject to the points immediately above, the University's total liability to you (whether in contract, tort (including negligence), breach of statutory duty, or otherwise), in connection with your contract with the University shall be limited to the value of the course fees paid by you or on your behalf or the amount, if any, that the University receives from its insurers in respect of a particular loss, whichever is the greater.

The University will not be liable to you for any lost or unreturned work submitted for assessment. It is important that you follow any instructions from the University in submitting work and that you retain copies of work submitted.

You will not be liable to the University for any failure or delay in performing your obligations under this contract which is due to any cause beyond your reasonable control. Similarly, the University will not be liable to you for any failure or delay in performing its obligations under this contract which is due to any cause beyond its reasonable control (including, but not exclusive to, those circumstances described in paragraph below).

1.19 Circumstances outside the University's control

It may be necessary for the University to:

- revise the terms, content or delivery (such as replacing physically attended activities with synchronous and/or asynchronous online teaching) of courses from those set out on the website and/or relevant course literature; or
- discontinue, suspend, merge or combine options within courses; or introduce new options within courses,

in circumstances outside the University's control. These circumstances may include (yet are not exclusive to) the lack of availability of key personnel without whom the University cannot provide its services; over- or under-demand from students; lack of funding; the acts or omissions of placement providers and other third parties; cancellation of third party licences; changes in the requirements of a commissioning or accrediting body; strikes and other industrial action; and other events such as government restrictions, global and/or national pandemics and/or epidemics, civil unrest, severe weather or failure of public or private communications networks.

If the University's services to you are affected by such an event the University will give you as much notice as possible and, where necessary, take reasonably practicable steps to mitigate the effects on the services it provides to you, which will involve every effort being made to preserve the continuation of your study.

1.20 Termination of this agreement

We may terminate this agreement with immediate effect in writing and terminate your registration as a student with the University in any one or more of the following circumstances:

- If, in our reasonable opinion, you provide us during the process of your admission to the University with information which is fraudulent, untrue, inaccurate, incomplete and/or misleading;
- If you voluntarily withdraw from your course;
- If your studies are terminated as a result of your failure to adhere to the rules which regulate the conduct of students, following an appropriate course of disciplinary action taken in accordance with the Policy on Student Conduct and Discipline;
- If your continued registration with the University places the University in breach of any of our legal obligations, including under UK immigration law;
- If you materially breach any of the provisions contained within this agreement;
- If your studies are terminated for any other reason permitted by the Statutes, Ordinances, Regulations, Rules, Policies and Codes of Practice of the University, as they may be updated from time to time.

A decision to terminate your registration as a student will mean that you shall be required to cease studying on your course and to leave the University with immediate effect.

This contract will terminate automatically if you withdraw from your programme of study.

1.21 Other important terms

If there is any conflict or inconsistency between this document and the other documents which form part of your contract with the University, the various documents will apply in the following order of priority

- this document;
- the University's website;

TERMS AND CONDITIONS – OPEN LANGUAGES

- any agreement relevant to your programme.

The University may transfer its rights and delegate its obligations under this document to another organisation. However, the University will always notify you in writing if this happens and will ensure that no such transfer or delegation will affect your rights under this document.

Your contract with the University (of which this document forms part) is between you and the University. No other person shall have any rights to enforce any of its terms.

Each of the provisions of your contract operates separately. If any court or relevant authority decides that any provision is unlawful (in whole or part), it shall be deemed to have been modified to the minimum extent necessary to make it lawful and the remaining provisions will be unaffected and will remain in full force and effect.

If you are in breach of your contract with the University and the University decides to waive that breach or refrains from, or delays in, enforcing its rights against you or requiring you to perform your obligations, that will not mean that the University has waived its rights against you for that or any other breach, nor that you have been released from those obligations.

This document is governed by English law. You and the University both agree to submit to the exclusive jurisdiction of the English courts.