

# LT123 Foundation Course Terms and Conditions

Last updated 13/02/2024

1. **These terms and the offer for each particular course (together the ‘Terms and Conditions’) set out the contractual terms which apply between Language Testing 123 Ltd (LT123), and those applying for (the Applicant) and following (the Course Participant) LT123 training courses (the ‘Course’).**

As such, Applicants should ensure they read the Terms and Conditions very carefully before submitting their application for admission to LT123.

2. **Application to the Course and Confirmation of Acceptance**

- To apply for a place on a Course, Applicants should make a formal request by writing to us at [info@LT123.co.uk](mailto:info@LT123.co.uk) or complete the online registration form on the LT123 Website [here](#).
- LT123 may accept or reject applications at its absolute discretion. If LT123 accepts the application, LT123 will issue a written confirmation requesting a 50% deposit for the course or full payment if within 6 weeks of the course start date.
- After these steps are complete, the contract between the Applicant and LT123 is formed.

3. **Tuition fees and payment**

- The invoice for the full amount must be paid at the latest 6 weeks before the course start date.
- Our payment methods are i) payment via an established global payment platform provider, where most major credit/debit cards are recognised or ii) bank transfer (BACS/SWIFT).
- If bank charges are incurred by LT123 on such payments, where these charges have been incurred through no fault of LT123, these will be re-invoiced to the Applicant’s account, so that LT123 receives the payment due in full.
- Any variation to standard payment terms can only be made by prior agreement in writing with the LT123 Director.
- Discounts: If more than one discount should apply to a course only one such discount may be selected. Discount agreements are subject to availability and may be withdrawn or changed at any time without notice.

4. **Overdue fees**

- In cases of payment of any of the fees owed by the Applicant / Course Participant being overdue, LT123 reserves the right to suspend or cancel tuition and to charge interest on the outstanding balance. Interest will be charged on any outstanding fees at the rate of 2.5% above the base rate of HSBC Bank per month or part thereof from the due date until payment.
- LT123 reserves the right to withhold any academic results or certificates, if any fees are still owed by the Course Participant at the end of their Course.

5. **Cancellation charges**

- Following enrolment and payment, LT123 will issue you with access to the Learning Platform and at this point no cancellation fees will be permitted.
- If there are exceptional circumstances and you need to cancel a course and want to request a refund, then this must be made in writing to the LT123 Director, LT123, 9 The Maltings, Warkworth Street, Cambridge CB11EG.

6. **Deferrals**

- A contracted Course Participant may defer to a later Course if he or she has been prevented by serious external events from starting the Course. An external event includes (without limitation) serious illness or injury of the contracted Course Participant or of a close member of her/his family.
- Anyone needing to defer in unavoidable circumstances must ensure that any request to do so is accompanied by a full explanation of the reasons for the request, is presented in writing and reaches the LT123 Director in the UK before the Course start date. The request should also include details of the preferred new start date for the same Course type or alternative Course start date.
- All deferrals are subject to the availability of the requested chosen new Course start date at the time LT123 receives the request to defer.

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- Any further deferral requests will be considered by LT123 on a case-by-case basis and acceptance of a deferral request will be at LT123's sole discretion.

## 7. English language and other admissions criteria

- The level of English required for participation on LT123 Courses is referenced in the Course Description for each course. Although certification of level is not usually required, the Applicant accepts that application for a Course where the stipulated level is higher than the Applicant's language level is done entirely at the Applicant's risk, as that may jeopardise the Applicant's full and successful participation in the Course.
- The minimum age for our courses is 18. However, on most courses teaching and or item writing experience is an advantage or requirement.

## 8. Liability

- Subject to the following, LT123 (including its staff and/or representatives) will have no liability to the Applicant / Course Participant for any loss, damage, costs or expenses arising under or in connection with these Terms and Conditions except where such loss or damage is directly caused by LT123 (or its staff or representatives).
- Where such loss or damage is directly caused by LT123 (or its staff or representatives), LT123's liability will, subject to the following, be limited to 150% of all fees paid or payable by the Applicant / Course Participant to LT123.
- Nothing in these Terms and Conditions shall exclude or restrict LT123's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.
- LT123 shall have no liability for failure or delay to supply the Course and/or any service contemplated by these Terms and Conditions caused by unforeseen factors or circumstances which are outside of LT123's reasonable control. Such factors or circumstances include, but are not limited to, staff illness; severe weather; fire; restrictions imposed by government or public authorities; epidemic; pandemic; strikes or other forms of industrial action or a terrorist attack or the threat of a terrorist attack. In the case of unforeseen circumstances beyond the reasonable control of LT123, LT123 will contact the Applicant / Course Participant to advise a new commencement or recommencement date regarding the Course or alternatively to advise of an alternative course of action with the Applicant / Course Participant.

## 9. Disclaimer

- The information in LT123's publicity material, printed and online, is correct at the time of going to press and the Courses and services described therein are those which LT123 is planning to offer. However, LT123 reserves the right to amend, add or remove any Course and/or services set out in this material and/or the timetable, delivery, content, syllabus and assessment of such Courses. LT123 therefore strongly recommends that immediately prior to making any application to LT123 or accepting any offer from LT123, applicants should refer to the most up-to-date version of the Course descriptions and the specifications and regulations on the LT123 website.
- LT123 also reserves the right to make variations to the contents and methods of delivery of the Courses and services, to discontinue Courses and services, and to combine and merge Courses, if such action is reasonably considered to be necessary by LT123.
- Applicants to LT123 Courses will be notified as soon as practicable of any material changes likely to have a bearing on their application, such as cancellation of, or major modification to Courses offered, and changes to accommodation provision or fees.

## 10. Equal opportunities

- LT123 operates an equal opportunities admissions policy. It aims to ensure that no applicant will receive less favourable treatment on the grounds of age, sex, marital status, race, colour, nationality, ethnic origin, sexual orientation, or political or religious belief.

## 11. Changes to these Terms and Conditions

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- LT123 reserves the right to vary these Terms and Conditions without the consent of the Applicant at any time prior to entering into a contract with the Applicant. In such circumstances, LT123 will provide a revised set of Terms and Conditions.

## 12. **Transfer of these Terms and Conditions**

- LT123 may assign, transfer, or sub-contract in whole or in part some or all of the benefit and/or burden of these Terms and Conditions.

## 13. **Severance**

- If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) are invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.

## 14. **Governing law and jurisdiction**

- The formation, existence, construction, performance, validity and any dispute (including non-contractual disputes) arising out of or in connection with the subject matter or formation of these Terms and Conditions shall be governed by and construed in accordance with English law.
- The English Courts will have exclusive jurisdiction to settle any disputes (including any non-contractual disputes), which may arise out of or in connection with these Terms and Conditions. Applicants / Course Participants and LT123 agree to submit to the exclusive jurisdiction of the English Courts.