

Terms and Conditions for Online Learning for LanguageUK Including Privacy Policy

The policy covers educational provision which is delivered and/or supported and/or assessed through means which generally do not require the student to attend particular classes or events at particular times and particular locations. This includes practice such as e-learning, distance learning, blended learning, flexible learning, instructor led training and the use of web-based materials to supplement classroom-based learning.

1. Access to:

LanguageUK should ensure students have access to:

- information that sets out the respective responsibilities of LanguageUK for the delivery of the programme, lesson, or element of study;
- lesson descriptors, to show the intended learning outcomes and teaching, learning and assessment methods of the lesson(s);
- a clear schedule for the delivery of their study materials and for assessment of their work.

LanguageUK should ensure that students can be confident that:

- study materials, whether delivered through staff or through web-based or other distribution channels, meet the expectations of the school in respect of the quality of teaching and learning-support material for a programme, lesson or element of study leading to one of its examinations, e. g. IELTS.
- the provision is subject to monthly monitoring and LanguageUK review process.

2. Learner Support

Prospective students should receive a clear and realistic explanation of the expectations placed upon them for study of the programme or elements of study, and for the nature and extent of autonomous, collaborative and supported aspects of learning.

Students should have access to:

- a schedule for any learner support available to them through timetabled activities, for example tutorial sessions or web-based conferences;
- clear and up-to-date information about the learning support available to remotely for their programme or elements of study;
- documents that set out their own responsibilities as learners, and the commitments of LanguageUK for the support of a programme or element of study.

Students should have:

- from the outset of their study, an identified contact, remote through email or telephone work number only, who can give them constructive feedback on academic performance and authoritative guidance on their academic progression;
- where appropriate, regular opportunities for inter-learner discussions about the programme, both to facilitate collaborative learning and to provide a basis for facilitating their participation in the quality assurance of the programme;
- appropriate opportunities to give formal feedback on their experience of the programme.

Schools should ensure that students can be confident that:

- staff who provide support to learners on these programmes have appropriate skills, and receive appropriate training and development;
- support for learners, whether delivered through staff of a support provider or through web-based or other distribution channels, meets the expectations of LanguageUK.

3. Assessment of students:

Students should have access to:

- information on the ways in which their achievements will be judged.
- timely formative assessment on their academic performance to provide a basis for individual constructive feedback and guidance.

LanguageUK will try to ensure that students can be confident that:

- those with responsibility for assessment are capable of confirming that a student's assessed work is the original work of that student only, particularly in cases where the assessment is conducted through remote methods.
- their assessed work is properly attributed to them, particularly in cases where the assessment is conducted through remote methods that might be vulnerable to interception or other interference.

The virtual learning environment system:

LanguageUK has responsibility for meeting the guidelines for the systems which they maintain, namely Microsoft Teams.

4. Delivery

Students should be confident that:

- any programme or element offered for study has had the reliability of its delivery system tested, and that contingency plans would come into operation in the event of the failure of the designed modes of delivery;
- the delivery system of the programme or element of study delivered through e-learning methods is fit for its purpose, and has an appropriate availability and life expectancy;
- the delivery of any study materials direct to students remotely through, for example, e-learning methods or correspondence, is secure and reliable, and that there are means of confirming its safe receipt.

5. Distance Learning Policy

This policy establishes the expectations for Distance Learning at LanguageUK.

Distance Learning applies to courses and units where:

- students are not required to meet tutors or other students;
- students are engaged in academic study through structured activities defined by LanguageUK;
- students' access to support (academic, administrative and technical) is ordinarily conducted without attending LanguageUK.

The purpose of this policy is:

- to ensure a high-quality learning experience for Distance Learning students and
- to make clear the responsibilities of various parties in the design, development and delivery of Distance Learning courses.

6. Ensuring the Quality of Distance Learning

LanguageUK is committed to providing a high-quality experience to our students in the online/distance learning environment. LanguageUK approach is to design the Distance Learning provision that focuses on three key areas; structure and content; monitoring of progress; and assessment.

This policy lists a set of expectations under each key area that need to be considered to ensure the quality of LanguageUK distance learning provision. It is not a requirement that all of these expectations will be met explicitly, however the course teams will ensure that relevant materials and procedures are enplaced that broadly map against these expectations

7. Structure

Definition:

- Relevant learning material is delivered in a structured and supported manner which facilitates self-managed and increasingly independent learning.
- Expectations:
- Learning material is accessible, inclusive, relevant and current.
- Learning materials relate to the intended learning outcomes of the course/unit and to the needs of distance learners and this is clearly signposted to students.
- Learning materials are of a high standard, presented in a structured and easily navigable manner and encourage student engagement.
- Learning materials adhere to copyright restrictions.

- Complex ideas are presented in multiple supporting formats and a multi-media approach is adopted which engages students and supports different approaches to learning.
- Activities promote enquiry, collaboration, enterprise and contextualisation.
- Activities prompt critical reflection and review, consolidate learning and contribute to students' wider skills' development.
- Activities create opportunities for students to link theory and practice
- Further relevant reading and development opportunities are signposted.

Feedback on assessments should be in line with LanguageUK policy although the distance nature of the learners means that they can benefit from feedback by multiple means through detailed and direct feedback on work together.

8. Terms of Booking:

1. A course is defined as a period on a single course type as described on our website.
2. A booking can consist of either a single course or a combination of courses.

When you make a booking, you must pay the full fee for the course. This is only refundable if you are dissatisfied with the course. You must not have completed more than three hours of study in order to receive a refund.

Any lesson a student books and fails to attend for 20 minutes after the scheduled time will be abandoned and will still be deducted from his/her allocation of one to one lessons.

3. If you purchase another online course you must pay the full amount at the time of booking, less any repeat booking discount advertised.
4. If you purchase a LanguageUK course delivered face to face (not online) our standard Terms and Conditions apply.
5. It is not possible to cancel or postpone your course, apart from under the circumstances in point 3.
6. It is not possible to pause your course or take a holiday part way through your course.
7. It is your responsibility to check the level of English you need for the course you wish to take. If you are uncertain about your level, please complete our on-line test and needs analysis.
8. Your course will start on the day indicated in your registration email, regardless of when you first log in to the course.
9. If you have come to us through an agent, their Terms of Contract may apply to you, but we reserve the right to apply our own Terms.
10. If a situation arises that has not been covered by these Terms, we reserve the right to take any fair and reasonable action that we think appropriate.

9. Cancelling Private Lessons

1. A request to cancel a lesson must be made 48 hours before the start of the lesson.

2. Any lesson a student books and fails to attend for 20 minutes after the scheduled time will be abandoned and will still be deducted from his/her allocation of one to one lessons.

9. Privacy

Our Commitment to Your Privacy

LanguageUK is committed to protecting the privacy of our potential and existing customers. If you cannot, or will not, provide us with the personal information we reasonably require, we may be unable to provide you with the information, goods or services you have requested.

Personal Data

"Personal Data" is information or pieces of information that could allow you to be identified, such as for example:

- Name and contact details (e.g. postal and email address, telephone number)
- Account information (e.g. user name, profile picture or social media account ID)
- Country of residence
- Birth date

- Technical information, e.g. screen/user name, IP address, browser and device data, information collected through cookies, pixel tags and other technologies, server log file data, app usage data and location data
- Preferences (e.g. shopping habits, preferred educational courses)
- Company name and address
- Credit and debit card number

How do we collect Personal Data?

We collect Personal Data in a variety of ways:

- **Directly from you:** Information is collected directly from you, either by you providing the information directly to us or you acting in a manner that provides us with the information, for example:
- **Offline:** We collect Personal Data from you offline, for example when you contact LanguageUK enquiries, enrol on a course and provide information to us in writing, via a booking form.
- **Online:** We collect your Personal Data through booking on line, for example when you sign up for a newsletter or a brochure, enrol in a course.

How do we use Personal Data?

Your Personal Data will be processed by LanguageUK for the purposes of providing you with the products and services that you have ordered, for customer service, administrative services or as otherwise necessary to perform the contract between you and us.

We may also use Personal Data:

- To allow you to contact and be contacted by other users through LanguageUK as permitted by the applicable course re teacher contact.
- To allow you to participate on message boards, chat, profile pages and blogs and use other services enabling you to post information and materials.

We also share Personal Data as we believe to be necessary:

- (a) under applicable law;
- (b) to comply with legal process;
- (c) to respond to requests from public and government authorities including public and government authorities outside your country of residence;
- (d) to enforce our terms and conditions or a contract;
- (e) to protect our operations;
- (f) to protect our rights, privacy, safety or property, you or others;

Please note that we ask you not to disclose any sensitive personal information on or through the site or otherwise to us.

Security

We use appropriate organizational, technical and administrative measures to keep the Personal Data under our control accurate and up-to-date, as well as to protect the Personal Data against unauthorised or unlawful processing and the accidental loss, destruction or damage of the Personal Data.

Communications from The Site

To send you an Email English lesson every day, we would, of course, need to know your email address. As an Email English subscriber, you will be added to our mailing list to receive occasional emails about service updates, special offers, and promotions from LanguageUK.

You can unsubscribe from these emails at any time, by simply clicking on the unsubscribe link included at the bottom of each email we send.

We will send you strictly service-related announcements on rare occasions when it is necessary to do so. For instance, if our service is suspended for maintenance, we might send you an email.

Third Party Sites

We are not responsible for, the privacy, information or other practices of any third parties.

Additionally, we may provide you with access to third-party functionality that permits you to share your activities to your social media account(s), for example Facebook or LinkedIn. Please note that any

information that you provide through the use of this functionality is governed by the applicable third party's privacy policy, and not by LanguageUK. We have no control over, and shall not be responsible for, any third party's use of information that you provide through use of this functionality.

How Long Do We Store Personal Data?

We will only keep your Personal Data for five (5) years after the expiry of your account, in order to be able to provide you the possibility to re-activate your account, should you decide to purchase additional courses from us; or otherwise for as long as it is necessary for the purposes for which it has been collected or in accordance with time limits stipulated by law and market practice, unless further retention is necessary for compliance with a legal obligation or for the establishment, exercise or defence of legal claims or unless a specific time period has been communicated.

We will keep limited parts of your Personal Data which are necessary for marketing purposes until you withdraw your consent, but in no event for longer than 5 years after your last completed service or delivery of product.

If You Are Under the Age of 18

If you are under the age of 18, you should review this document together with your parent or guardian to make sure you both understand them. We are not responsible for checking your age but sometimes we still do verification checks. If we learn that you are under the age of 18 and that we have collected information about you without consent from your parent or guardian, we will delete the information as soon as possible and you will not be able to have access to LanguageUK products. Please note there is a separate on line booking forms

Sensitive Data

We do not generally seek to collect any sensitive Personal Data. Sensitive Personal Data is data related to racial or ethnic origin, political opinions, religious or philosophical beliefs, health or medical condition, criminal background or trade union membership. In certain situations, this might however be necessary (for example in order to provide you with the services and products you have ordered). We will make sure that we receive your explicit consent to such processing and treat this information securely.

Updates to This Privacy

Our Privacy Policy may change from time to time. We will not significantly reduce your rights under this Privacy Policy without informing you. We will post any Privacy Policy changes on this page and, prior to implementing such changes, we will provide a more prominent notice. Where required by law, we will seek your prior consent to any change.

Your Rights

You have a right to, contact us and find out which information about you that is being used.

You have the right to, at any time, withdraw your consent or object to us using your Personal Data for direct marketing purposes and you may at any time request that the use of your personal data is restricted or that we shall delete your personal data. Note however that a restriction or deletion could mean that we are not able to provide you with information, services or products as you have requested. Upon your request, we are also obliged to correct personal data about you that is incorrect, incomplete or misleading.

Changes to these Terms

LanguageUK may at our discretion, make changes to these Terms. When we make changes to these Terms that we consider material, we will notify you through the Service. By continuing to use the Service after those changes are made, you are expressing and acknowledging your acceptance of the changes.

11. Miscellaneous

You are responsible for any charges associated with the connection to the Site.

12. User

We've established a few ground rules for you to follow when using the Service, to make sure LanguageUK stays enjoyable for everyone. Please follow these rules and encourage other users to do the same.

Please note that the opinions and messages posted by users at LanguageUK do not reflect and are not representative of the views of LanguageUK or its employees, affiliates, suppliers or partners. LanguageUK is not responsible for the content of messages sent by users to other users through LanguageUK.

User generated content

LanguageUK strives to create a global community of English language learners. As such, users may have the ability to post messages, upload and/or contribute content to the Service, including pictures and text, use chat rooms, participate in group or one-on-one discussions/lessons. You represent that you have the right to post or in other ways contribute any User Content which you post or otherwise contribute to the Service, and that such User Content, or its use by us, does not violate this Policy, any applicable law, or the intellectual property rights of others. The rights specifically granted to us herein, you retain ownership of all rights, including intellectual property rights, in the User Content, except that, where applicable under local law, you agree to waive your right to be identified as the author of any User Content on the Service and your right to object to derogatory treatment of such User Content.

You are solely responsible for the content of the User Content. In addition, by using these Services, you agree not to publish, contribute or post any material that:

- Contains content that is not original or for which you have not received the prior express written consent of the originator of said content.
- Contains objectionable language or is in any way profane, pornographic, sexually explicit, slanderous or libellous.
- Contains viruses or any other code designed to interrupt, destroy or incapacitate the functionality of any software, hardware or telecommunications.
- Can be considered "spamming" such as chain letters, junk mail, or other solicitations.
- Attempts to impersonate another person or breaches the security of the Service and its users.

LanguageUK may remove any posted message, recorded discussions/lessons or other User Content at any time. Using the directory for any purpose other than language learning correspondence between LanguageUK members is strictly forbidden.

LanguageUK does not actively monitor, review, or edit User Content, but reserves the right to monitor the Services for purposes of determining that the usage is in compliance with this Policy and applicable laws. LanguageUK may remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in LanguageUK sole discretion, violates law, this Policy or is otherwise unacceptable to us. LanguageUK may take these actions without prior notification to you. If you have any questions about LanguageUK policies and practices, please contact us on info@languageuk.co.uk.

Date written 5th May 2020

To be reviewed every month for the foreseeable