



General: The Terms and Conditions in this document apply only to Online Programmes delivered by DCU Language Services (hereinafter DCU LS). Separate terms govern on-campus programmes, and these can be reviewed on our website www.english.dcu.ie

PART A PAYMENT & AVAILABILITY

- (i) DCU LS required that course fees are paid in full at least 7 days prior to programme commencement.
 - (ii) Course places are offered subject to availability, and are offered on a first-come, first served basis.
 - (iii) A place is not secured on a DCU LS online programme until 100% of course fees have been received by DCU LS.
 - (iv) Payment can be made online by credit / debit card or by international bank transfer.
 - (v) DCU LS reserves the right to refuse an application.
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PART B RECORDING

- (i) DCU LS online programmes may be recorded for the purposes of quality assurance, marketing and revision. Customers / Students accept that they may feature in recordings. By signing up to a DCU LS online programme attendees give consent to participation in such recordings.
 - (ii) Students are required to switch on their camera and microphone for classes, as back and forth interaction between teacher and students is central to the learning experience.
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PART C CANCELLATION & REFUND

- (i) For Customers / Students who request to cancel 14 days before course commencement, a full refund will apply.
 - (ii) For Customers / Students who request to cancel 5-13 days before course commencement, a 50% refund will apply.
 - (iii) For Customers / Students who request to cancel less than 5 days before course commencement, no refund will apply.
 - (iv) For Customers / Students who leave a course post commencement, no refund will apply.
 - (v) Customers / Students are advised to avail of appropriate insurance to protect against loss in the event that course cancellation is required.
 - (vi) No refund for course books will apply once digital keys for access have been provided to the student, irrespective of when the student cancels their programme.
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PART D COURSE FEES

- (i) Course fees for online programmes are available on our website www.english.dcu.ie
 - (ii) DCU LS reserves the right to modify programme curricula and pricing without notice.
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PART E REQUEST FOR DEFERRAL OF START DATE

- (i) Customers / Students may request a deferral of course start date. The decision to facilitate this is at the discretion of DCU LS.
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PART F LEAVE OF ABSENCE

- (i) DCU LS may, at its discretion, grant a leave of absence without penalty to students who experience exceptional circumstances.
 - (ii) It should be noted that, for students attending courses who are resident in Ireland, a leave of absence may be precluded by the terms of a student's 'Permission to Remain'.
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PART G FORCE MAJEURE

- (i) DCU LS will not be liable or responsible for any failure to perform or delay in performance of any of its obligations under the Conditions that is caused by events outside reasonable control - a "Force Majeure Event".
 - (ii) Such an event may include (but is not limited to) any acts, events, non-occurrence, omission or accident beyond reasonable control and includes, in particular (without limitation) the following: strikes, lock outs or other industrial action; or civil commotion, riot, invasion, terrorist attack or threat of terrorist attack or (whether declared or not) threat or preparation for a war; or fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, other natural disaster; or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; OR impossibility of the use of public or private telecommunication networks.
 - (iii) The obligations if DCU LS under the Agreement will be suspended for the period of the Force Majeure Event. We will take reasonable steps (if within its reasonable control) to bring the Force Majeure Event to a close or to find a solution by which the obligations of DCU LS under the Agreement can be performed despite the Force Majeure Event.
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PART H PROGRAMME ATTENDANCE RULES

- (i) Students must have reached 17 years.
 - (ii) Students are required to have a laptop or tablet capable of downloading / streaming DCU LS programme software.
 - (iii) Students are required to have an internet connection of a sufficient standard to attend online classes.
 - (iv) Students are required to have a designated study space for online classes, free of distractions, interference from other persons, general noise and other disturbances which may impact the programme.
 - (v) Students are required to wear appropriate attire for online video classes, defined as 'business casual' dress.
 - (vi) Students should ensure that their video background is neutral and that contentious or inappropriate material is not in camera view range.
 - (vii) Students are subject to the DCU LS Code of Conduct.
 - (viii) Students are expected to conduct interaction with DCU LS staff and fellow students in a respectful and courteous manner.
 - (ix) Students who commit a serious breach or repeated breaches of conduct are liable to disciplinary conduct, up to and including expulsion from the course. In cases of course expulsion no refund will be provided.
 - (x) Students are required to attend class each day, and to be punctual. The DCU LS Attendance Policy applies for Online courses, for information see: <https://www.english.dcu.ie/Attendance-Absenteeism-Policies>
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Part I GDPR / PRIVACY

- (i) DCU LS uses customer testimonials, photographs and videos in promotional materials. Customer permission is sought in advance for inclusion in such activities in accordance with the DCU Data Privacy Policy.
 - (ii) Customers are not permitted to use DCU LS intellectual property without express consent in writing from DCU LS.
 - (iii) Customers are advised to review the DCU LS Data Protection policy, available for view upon request.
 - (iv) DCULS holds customer data in compliance with Irish and European Union Data Protection laws.
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PART J MODIFICATION OF TERMS

- (i) DCU LS reserves the right to modify terms and conditions without notice to customers.
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PART K GENERAL

- (i) DCU LS advises customers to avail of personal insurance to protect against financial loss. DCU LS can offer such insurance to customers.

- (ii) The viability of courses is subject to an enrolment of a sufficient number of students. In cases where a course cannot proceed due to insufficient numbers DCU LS will provide a refund, up to the level of fees paid only. No refund will apply for extraneous costs which the student may have incurred. Students are advised to avail of appropriate insurance to protect against loss for such circumstances.
 - (iii) Login details for classes and supporting course materials are solely for the use of the student, and are non-transferable, or shareable.
 - (iv) Applicable Law: Any dispute or claim arising from a customer booking shall be governed and construed in accordance with Irish Law. The customer agrees that any dispute shall be dealt with under the exclusive jurisdiction of the courts of Ireland.
 - (v) Tuition lost due to national holidays is not made up.
 - (vi) Terms and Conditions should be read in conjunction with our Student Policies. For information please see: www.english.dcu.ie/studentpolicies
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