

LOML PIANO SUMMER ACADEMY PROGRAMME TERMS AND CONDITIONS

1. Definitions

In these terms and conditions, the following definitions apply:

Cancellation Period: means the 14-calendar day period which begins the day after we receive an acceptance form and we have received Your Deposit, during which time You have the right to cancel for any reason.

Commencement Date: means the date on which We begin to run events, teaching or otherwise, for Your Programme.

Contract: means the legally-binding arrangement that You and We enter into for the provision of the Programme in accordance with these terms and conditions and Annex.

Course: means a taught or performance-based course that, together with other courses, makes up Your LOML Piano Summer Academy Programme.

Programme: means the programme of study on which You will be registered and to which these terms and conditions below apply.

Sponsor: means any third party which may pay Your Tuition Fees.

The Piano Summer Academy: means the office of the London Overseas Musicians League Ltd responsible for running Your Programme.

Tuition Fees: means the Tuition Fees that You owe Us for the teaching, administration and other academic services related to Your Programme.

Deposit Means 10 percent (10%) of the Tuition Fees

'We', 'Us' and 'Our': means the London Overseas Musicians League Ltd (LOML), with whom You will be entering the Contract.

'You' and 'Your': means You, the student, who will be attending the Programme.

2. Agreement with LOML

2.1 These Terms and Conditions, Annex and any document referred to herein set out the basis of your relationship with LOML when you apply for an LOML Piano Summer Academy Programme and for the duration of Your time at LOML Piano Summer Academy Programme.

2.2 Your Contract with LOML is made up of these Terms and Conditions and Annex, Your offer email, the course information and the full payment of the Tuition Fees.

3 Admissions

3.1 If accepted on to the Programme You will be given an Offer email and Your Offer of a place on our Programme will be accepted once You pay deposit whereby You will be sent an Acceptance email to confirm deposit have been paid and space has been secured. On acceptance You enter into a legally-binding contract with Us. This Contract requires You to abide by these terms and conditions set out below, as well as any of Our rules, regulations, policies and procedures and academic requirements that are relevant to Your Programme. In

the event that the provisions of these terms and conditions conflict with the provisions of any other documents forming part of the Contract, then the provisions of these terms and conditions will take precedence.

- 3.2 Your acceptance of the offer of a place on the Programme will indicate to Us that You have sufficient funds to cover Your living expenses for the duration of the Programme. As the contracting party, We will hold You liable for Your Tuition Fees and any other fees which You may owe Us.
- 3.3 We reserve the right to withdraw any offer that We have made to You, or terminate the Contract You have accepted, if it becomes apparent that Your application is inaccurate or incomplete or You have provided false information to secure a place at LOML Piano Summer Academy. No refund of fees will be granted in such cases and no costs including but not limited to travel costs will be reimbursed by LOML.

4 Tuition Fees

- 4.1 Tuition Fees and information in relation to how to pay for Your Programme can be found at Offer email. We will send You a request for payment of Your deposit, then the remaining balance which You must pay within thirty (30) calendar days thereafter or, if such invoice is issued less than eight weeks prior to the start of Your Programme, You shall pay such invoice immediately upon receipt. If You do not pay within 30 calendar days of receipt of invoice, then We may email You in writing to withdraw Our Offer.
- 4.1 We will accept payment of Your Tuition Fees by a Sponsor, but will consider You to be responsible, and therefore liable, for Your Tuition Fees. We reserve the right to withdraw Your place and terminate the contract between You and Us if Your Sponsor fails to pay Your Tuition Fees by the required deadline.
- 4.3 All payments of Fees must be made in pounds sterling and are inclusive of any taxes where applicable.
- 4.4 For the avoidance of doubt, Tuition Fees cover full-board of the duration of Your Programme, includes food and accommodation, however Tuition Fees do not include travel, insurance or other costs that may arise prior or during the period of the Programme.

5 Other Fees/Charges

- 5.1 The Summer Academy may offers You the opportunity to take part in a programme of social events. Tickets for these activities are available before and during the programme via the LOML website. Tickets for social activities are non-refundable.
- 5.2 LOML may offer you an optional tour program before or after the Piano Summer Academy. Information about these tour programs will be provided to you before and during the Piano Summer Academy. Clauses for the Tour Program will be separately signed on an individual basis.

6 Cancellation Period

- 6.1 As You have agreed and entered into the Contract with Us by means of distance communication, You may terminate the Contract and withdraw from the Programme for any reason within fourteen (14) calendar days which begins the day after You receive an acceptance email confirming that We have received Your Tuition Fees and the Contract has formed, This fourteen-day period is known as 'the Cancellation Period'. If You wish to terminate the Contract, You must notify Us by writing to info@loml.org.uk within the Cancellation Period. We will issue a refund for Tuition Fees which You have paid to Us within ninety (90) calendar days of such cancellation.

- 6.2 If a Sponsor is paying Your Tuition Fees on Your behalf as agreed by Us, you may withdraw from the Programme for any reason within fourteen (14) calendar days which begins the day after you receive an Acceptance email confirming that Your place on the programme is secure and Your sponsor will be paying Your Tuition Fees. This fourteen-day period is known as 'the Cancellation Period'. If You wish to terminate the Contract, You must notify Us by writing to info@loml.org.uk within the Cancellation Period. We will issue a refund for Tuition Fees which have been paid within ninety (90) calendar days of such cancellation.
- 6.3 If, for whatever reason, part of the Programme has been delivered during the 14 calendar day cancellation period, then We may deduct from the refund of the full fees already paid the amount of fees payable and assessed at our sole discretion the Programme delivery which You received prior to any cancellation being initiated within the rightful 14 calendar day cancellation period.
- 6.4 We operate the following policy on refunds after the Cancellation Period and tuition fee paid in full:
- 6.4.1 We will refund ninety per cent (90%) of Your Tuition Fees, save for a fifty pounds (£50) application fee, if You decide to cancel Your place after the Cancellation Period, by writing to Us at info@loml.org.uk at least sixty (60) calendar days before the Commencement Date;
- 6.4.2 We will refund fifty per cent (50%) of Your Tuition Fees if You write to Us less than sixty (60), but before thirty (30), calendar days of the Commencement Date; and
- 6.4.3 We will refund ten per cent (10%) of Your Tuition Fees if You write to Us less than thirty (30) calendar days before the Commencement Date.
- 6.5 All refunds are made in pounds sterling. LOML cannot refund any shortfalls due to exchange rate fluctuations, or offer compensation for any bank or other charges that may be incurred.
- 6.6 If a Sponsor is paying Your Tuition Fees and You have to withdraw, Your Sponsor may nominate another person to take Your place. We will assess this person's application against Our normal entry requirements. You agree that You will be bound by these terms and conditions until We have offered, and the other person has accepted, what would have been Your place on the Programme.

7 Registration

- 7.1 You will be expected to comply with all pre-enrolment and registration procedures as requested by Us. Failure to comply with instructions issued by LOML may result in a termination of Your place on the LOML Piano Summer Academy Programme.

8 Delivery of the Programme

- 8.1 In exceptional circumstances, We may consider it appropriate to cancel or significantly change the Course or Programme. This could be for reasons including but not limited to the following:
- 8.1.1 If there are not enough applicants registered on the Course/not feasible to run the Course;
- 8.1.2 An event outside of our reasonable control which prevents us from running the Course/Programme;
- 8.1.3 Any relevant teaching staff become ill or are unable to teach for other reasons outside of Our control and We cannot find a suitable replacement in time.
- 8.2 We will notify You of a cancellation or significant change, and the options which are available to You, by writing to Your contact email address by no later than twenty-one (21) calendar days before the Commencement Date. You must notify Us of the option (from the following list) that

You wish to take by writing to Us at info@loml.org.uk within five (5) working days of Your receiving Our notification. The options will normally include one of the following:

- Continuing with Your Course or Programme in spite of significant changes to it and provided We deem You to be suitably qualified;
- Transferring to another Course or Programme for which we deem You to be suitably qualified; or
- Cancelling Your application and refunding Your Tuition Fees.

8.3 We will only refund tuition fees and not any other expenses for travel, medical expenses etc. We strongly advise You to take out an appropriate level of travel and medical insurance to cover the cost of Your accommodation, travel and any medical expenses, as well as any other expenses for which We will not be liable.

9 Force Majeure

9.1 Neither the School nor You will be liable for failure to perform any obligations to each other if it arises from a Force Majeure event. The expression Force Majeure shall mean any cause affecting the performance by a party of its Obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, act of war or terrorism, military operations, insurrection or civil disorder, national or local emergency, pandemic, disease or epidemic or any disaster or an industrial dispute, affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

9.2 The defaulting or delaying party shall give prompt written notice of the force majeure event to the other party, stating the period of time the occurrence is expected to continue.

9.2.1 The parties agree to cooperate in good faith to mitigate the effect of any such delay or failure to perform in order to avoid or minimise disruption.

9.2.2 If the delay means that the parties cannot perform the obligations within the required dates, then the parties will consider deferring the fulfilment of these obligations to a time when they are able to be fulfilled or provide options as set out in clause 8.2.

9.3 If We cancel or significantly change Your Course or Programme before the commencement date as a result of a Force Majeure event, We will endeavour to re-schedule the Programme or offer a full refund of Tuition Fees, in accordance with Section 8.2. We will not refund any Tuition Fees paid to Us if such cancellation or variation of the Course or Programme happens after the commencement date as a result of a Force Majeure event.

9.4 If You are unable to attend Your Course or Programme as the result of a Force Majeure event which occurs before the commencement date and You have acted in accordance with clause 9.2, then We will endeavour to re-schedule the Programme, or if this is not possible or we are unable to re-schedule for whatever reason, we may offer a full refund of Tuition Fees, in accordance with the options set out in Section 8.2. For the avoidance of doubt, We will not refund any tuition Fees paid to Us if the Force Majeure event occurs after the commencement date.

10 Your Responsibilities

10.1 By accepting the offer of a place on the Programme, You agree to:

10.1.1 (If You have a Sponsor) Make Your Sponsor aware of these terms and conditions, drawing particular attention to Sections 6, 7, 8 and 10.

10.1.2 Abide by all of Our rules, regulations, policies and procedures, which include but are not limited to Our:

- Term and Conditions
- Privacy Policy
- Safeguarding Policy

10.1.3 Abide by any statutory requirements, including those relating to any visa obligations which may be placed upon You.

10.1.4 Notify Our Summer Academy Office of any periods of absence from Your Programme;

10.1.5 Notify Us of any disabilities which You might have to enable Us to put in place any reasonable adjustments to enable You to access Our services during Your Programme; and

10.1.6 Accept that we may record any lectures or classes for promotional purposes or to enable Us to monitor teaching, unless You notify Us otherwise in writing prior to the Commencement Date.

11 Complaints and Disciplinary Matters

11.1 If You are dissatisfied with any aspect of Your Programme and believe that You are unable to resolve the matter informally in consultation either with the person who has caused the complaint or with a relevant member of staff, then You should contact us as soon as possible.

11.2 You agree to conduct yourself in an orderly, responsible, and sober manner and at all times to respect the rights and views of others. Failure to do so may mean You will be penalised under the Disciplinary Procedure. For the avoidance of doubt, if You are suspended from Your studies or are expelled as a result of Your misconduct, then no refund of Your Tuition Fees will be given.

12 Our Responsibilities

12.1 Save for the reasons set out in Section 8 of this document, We will use Our reasonable endeavours to deliver the Programme to You.

12.2 We will grant You access to academic services and facilities, including use of practice rooms

12.3 We will endeavour to resolve any issues, concerns or complaints which You bring to Our attention as efficiently and thoroughly as is possible in the circumstances.

13 Liability

13.1 Nothing in these Terms and Conditions will limit or exclude liability for death or personal injury arising from Our own negligence, or for fraud or fraudulent misrepresentation.

13.2 Otherwise, our liability to You, if found to be liable in respect to the provision of Your Course/Programme, the cancellation, postponement or amendment of any course or Programme, any negligence on Our Part or breach of the Contract or total amount of Tuition Fees paid by You in relation to the Programme arising in any other way in relation to these Terms and Conditions is limited to the full Tuition Fees paid in accordance with Your Contract. For the avoidance of doubt, We will not be liable for any indirect or consequential losses.

13.3 We will not be liable for any damage, loss, personal injury or other costs or expenses which are incurred because of any negligent, unlawful, unreasonable or unwarranted action, behaviour, omission or decision by You or a third party.

- 13.4 We will not be liable for any loss or damage to Your Property and shall not provide any insurance cover for such Property.
- 13.5 You will be liable for any damage or loss that We incur as a result of any unlawful, negligent, unreasonable or unwarranted action, behaviour, omission or decision on Your part.
- 13.6 You will be liable for the payment of Your Tuition Fees by the deadline specified in the request for payment of Your Tuition Fees.

14 Personal Information

- 14.1 We will at all times comply with the Data Protection Act 2018 and the UK General Data Protection Regulation.
- 14.2 You accept that we may collect and process certain information on students for essential administrative, academic and health and safety reasons, as shown on Your registration form. This information is collected for the purpose of managing Your contract/registration with the School and to support the School's public task of teaching and learning. Your data will be treated in strict confidence in accordance with legislation. In particular, the LOML will use Your personal information for its approved purposes only, and will not pass it to unauthorized third parties without Your explicit consent.
- 14.3 The LOML privacy notice for Students and Prospective students sets out how LOML uses Your personal data and can be found at www.loml.org.uk/privacy.
- 14.4 If You have secured a place in LOML organised accommodation that is provided by a third party, then LOML will share Your personal data with that third party. You may be given further information about the processing of Your personal data when You use specific services and facilities offered by LOML.
- 14.5 If You have any complaints about the way the School has managed Your data, You will first contact the School's Data Protection Officer at privacy@LOML.org.uk. You have the right to contact the Information Commissioner's Office if you are unsatisfied with the School's response.
- 14.6 You also have the rights: to have incorrect information rectified; to have data which is no longer needed by the School erased; to have access to Your information; to restrict or object to some processing; and to take Your data to another education institution.

15 Termination

- 15.1 We will terminate Your contract and registration with Us if we consider You to be in breach of any of these terms and conditions.
- 15.2 LOML will have the power and option to terminate Your registration if any of the following conditions apply:
- 15.2.1 You complete Your programme of study;
- 15.2.2 You voluntarily withdraw from Your programme;
- 15.2.3 any other good academic cause;
- 15.2.4 You fail to pay all Tuition Fees and charges due to the School or to have provided guarantees of such payment satisfactory to the School;

15.2.5 For a Force Majeure reason.

Any waiver of, or failure to enforce the terms or conditions of this Contract will not mean a continual waiver or prevent enforcement of them in future. Any term or condition that is found to be unlawful or unenforceable will not invalidate the other terms or conditions in this Contract.

The terms of the Contract shall not be enforceable by any party who is not a party to it.

The Contract constitutes the entire agreement between You and Us and supersedes all previous agreements between You and Us, whether written or oral.

16 Law and Jurisdiction

16.1 The Contract and any dispute of claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

End.

