

Bristol Translates

Literary Translation Summer School

Terms and Conditions

## 1. Binding terms

1.1 These terms and conditions apply to the services offered at the Bristol Translates Summer School 2024 (the "Summer School") by the University of Bristol, Beacon House, Queens Road, Bristol, BS8 1QU, UK (the "University"). These terms and conditions form the entire agreement between the University and you with respect to the Summer School only. The Summer School takes place entirely online and there are no provisions regarding board and accommodation.

1.2 By submitting your application you (also referred to as the "Applicant(s)") agree to be bound by these terms and conditions.

1.3 The contract between you and the University is formed when the University accepts your application. Your application is deemed to have been accepted by the University when the University expressly offers you a place at the Summer School.

## 2. Applications

2.1 All applications to the University are applications for a place on the Summer School. Places at the Summer School will be offered on the basis that you are able to prove:

- excellent command of English (mother-tongue level or language of habitual use) and superior proficiency in your source language; and
- anticipated benefits to you from the Summer School.

2.2 Each language group will have only 12 places available. Hence, places will be granted to 12 Applicants who meet the criteria set out above on a first come, first served basis. In the event of high demand, we will open a waiting list and an additional tutor in that language may be recruited if demand is sufficient. Your application is to a language only; you will be allocated to a specific tutor by the University.

2.3 Applications for attending the Summer School must be made using the online registration form. If information provided by the Applicant is found to be untruthful or falsified, the University reserves the right to reject the application or withdraw the acceptance of such application. All admission decisions by the University are final.

2.4 Admission to the Summer School is based on a two-stage process. Applicants will be asked to complete a form giving some information about their translation experience and their reasons for wishing to attend. Some Applicants may be required to do a test translation to confirm their language capabilities.

2.5 The Summer School reserves the right to close the admissions process when language groups are full.

2.6 Scholarships may be awarded by the University to the Applicants who meet the criteria set out above in clause 2.1 in accordance with the criteria set out in Annex 2.

### 3. Payment terms

#### 3.1 Fee

The tuition fee for attending the Summer School is as stated on the registration pages of the School of Modern Languages website (the "Fee"). The Fee will cover registration for the event as stipulated on the webpage and will cover costs associated with facilities and hosting the event as detailed on the website. Should you be offered a place at the Summer School, you are liable to pay the Fee in full upon registration for the Summer School, within two weeks of your place being confirmed. If the University has not received full cleared payment of the Fee from you by the relevant date, the University may terminate your participation in the Summer School without further notice to you.

#### 3.2 General

All payments must be made in pounds sterling and are exclusive of Value Added Tax (VAT) and other taxes, where applicable. With the exception of credit card fees, any taxes, currency conversion costs or other charges incurred in connection with any payments shall be paid by you. The University will not accept any deduction from the Fees in any event.

### 4. Cancellation

#### 4.1 Cancellations, postponement and changes by the University

(a) Subject to clause 4.1 (b) below, we reserve the right to postpone or cancel a single language workshop or the entire summer school should this become necessary for any reason whatsoever. If this occurs, we may offer you the summer school on different dates. If we are not able to arrange another summer school or you do not wish to attend the summer school on different dates, we will offer you a full refund of the Fee in the event that we cancel the entire summer school, or a refund of part of the Fee in proportion to the services not supplied by the University.

(b) The University reserves the right to cancel your online registration with immediate effect and without liability under the following circumstances:

- i. if in the reasonable opinion of the University, you act in such a way as to prejudice the reputation of the University;
- ii. if you fail to meet the payment terms under clauses 3.1 and 3.2;
- iii. if you become insolvent, enter into an arrangement with your creditors or enter into administration, liquidation, bankruptcy or receivership or administrative receivership;
- iv. if you are in default of any material obligation of this Agreement or commit a series of persistent breaches of this Agreement. In this case, the Fee is still due in full, hence any payments already made will not be reimbursed.

(c) Except as stated above, the University will not accept liability for any costs incurred by Applicants or third parties as a result of the Summer School being cancelled or postponed.

(d) The University or Summer School Directors and Tutors shall not be liable should you not be able to attend the course or some classes due to your personal circumstances, including but not limited to in the event of failure of your computing technology hardware, software and Internet. In such a case, the full amount of the Fee is still due and any payment already made will not be reimbursed.

## 4.2 Your right to cancel

(a) Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days from the day this contract is formed without giving any reason. To exercise the right to cancel, you must inform us, University of Bristol, School of Modern Languages, 17 Woodland Road, Bristol, BS8 1TE (email: [bristol-translates@bristol.ac.uk](mailto:bristol-translates@bristol.ac.uk)), of your decision to cancel this contract by a clear statement sent by email. You may use the model cancellation form contained in Annex 1, but it is not obligatory.

(b) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

(c) If you cancel this contract pursuant to this clause 4.2, we will reimburse to you the Fee in full received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount of the entire Fee, which is in proportion to what has been performed until you have communicated us your cancellation from this contract.

(d) If you cancel this contract after 14 days from the date the contract is formed, the following shall apply:

- i. Upon cancellation after said 14 days but more than 3 months from the start of the Summer School, the University will be entitled to receive 20% of the Fee;
- ii. Upon cancellation after said 14 days but 3 months or less from the start of the Summer School, the University will be entitled to receive the full Fee.

(e) For the avoidance of doubt, the rights available under this Clause 4.2 shall only apply where the Fees are met and paid directly by the Applicant in their capacity as a 'Consumer' (as defined in the Regulations) and shall not apply where the Fees are being met and/or paid by a sponsor (by definition not being a Consumer).

## 5. Summer School language

All classes on the Summer School are taught in English and you must possess an excellent standard of English language and comprehension to participate (see eligibility criteria). The University does not accept liability for any inconvenience or failure to attend arising as a result of a lack of English language knowledge.

## 6. Summer School material, services and conduct

6.1 Payment of the Fee in accordance with these terms and conditions entitles you to participate in the Summer School solely. Unless expressly otherwise stated by the University, the Fee does not include travel or accommodation costs or subsistence, insurance or other costs that might arise prior to or during the Summer School.

6.2 The Summer School programme is correct at the time of going online or to print. Views expressed by tutors are their own. The University does not accept any liability for advice given or views

expressed by course tutors or Applicants or participants or in any notes or documentation provided to the Summer School by tutors or Applicants or participants.

6.3 You will be solely responsible for determining whether the Summer School is sufficient and suitable for your needs. The University does not provide any guarantee in respect of improvements to the standard of your abilities on completion of the Summer School.

6.4 The University reserves the right to exclude you from the Summer School if your behaviour or demeanour is considered unacceptable. You agree to comply with all applicable policies and regulations of the University.

6.5 You will provide the University with all information reasonably requested by the University in connection with the Summer School.

## 7. Behaviour on the University's Virtual Learning Environment

7.1 You must make sure that you behave in such a way that you do not cause a nuisance or unreasonable disruption to the University, its members or employees, or to any other participants in the Summer School.

7.2 You agree that you will comply with the University Charter, Acts, Statutes, Ordinances and Regulations.

7.3 You acknowledge that the University has advised you that these Charter, Acts, Statutes, Ordinances and Regulations are available [here](#).

7.4 You agree to pay the University for any loss or liability of any kind to any person and/or suffered and/or incurred by the University which results from you failing to obey any University Ordinance, Regulation and/or Rule or otherwise.

7.5 The University reserves the right to prevent access to the University's Virtual Learning Environment and University's premises (if applicable) for any Applicants or participants who are in breach of any University Ordinance, Regulation and/or Rule including you.

## 8. Data protection

The University will process any of your personal data in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation, for the purposes of performing its obligations and exercising its rights under these terms and conditions. Further information in relation to data protection is available [here](#).

## 9. Limitation of liability

9.1 Subject to clause 9.3, the liability of the University to you with respect to the provision of the Summer School, the cancellation, postponement, or amendment of the Summer School, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions, will not extend to:

(a) any indirect losses or damages, or to any loss of profits, loss of contracts or opportunity, whether direct or indirect, even if the University had been advised of the possibility of those losses or if they were within the University's contemplation; or

(b) any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

9.2 In any event, subject to clause 9.3 the liability of the University to you with respect to the provision of the Summer School, the cancellation, postponement, or amendment of the Summer School or any component thereof, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions is limited to the total amount of any payments received from you or on your behalf in relation to the Summer School.

9.3 Nothing in these terms and conditions will operate to limit or exclude the liability of the University for death or personal injury arising from the University's negligence, fraud or any other liability that, by law, cannot be limited or excluded.

9.4 The University accepts no liability for loss or damage to your personal property and belongings, and insurance cover for these items shall be your sole responsibility.

9.5 The University will not be liable for costs incurred by you (or any other person) in the event of the cancellation of the Summer School in its entirety, or of a single workshop or session, or the cancellation of your participation in the Summer School pursuant to these terms and conditions.

9.6 The warranties and undertakings given by the University in these terms and conditions are, to the extent permitted by law, given in lieu of all implied conditions, warranties, representations or other terms, including any relating to satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result.

## 10. Force majeure

The University shall not be liable for any failure or delay in the performance, in whole or part, of any of our obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control including, but not limited to strikes, lock-outs or compliance with any law or governmental order, rule regulation, terrorist incident, pandemics, epidemics or other outbreaks of disease or infection, failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment, and/or failure of computing technology such as hardware, software and internet. In such a case the University shall use its reasonable endeavours to offer you the Summer School or session on different dates.

## 11. Governing law

These terms and conditions will be governed by and construed in accordance with English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with them.

## 12. Variation

No variation of these terms shall be effective unless in writing and signed by or on behalf of each of the University and the Applicant.

## ANNEX 1 Cancellation form

To: Bristol Translates Summer School, School of Modern Languages, 17 Woodland Road, Bristol, BS8 1TE, [bristol-translates@bristol.ac.uk](mailto:bristol-translates@bristol.ac.uk)

I (the consumer) hereby give notice that I cancel the contract for my participation in the Bristol Translates Summer School 2024.

Ordered on:

Name of consumer:

Address of consumer:

Signature of consumer:

Date:

## ANNEX 2 Scholarship Eligibility

To be eligible for the Bristol Translates Summer School scholarship, you must:

- be a person on low-income (less than GBP 19,200 gross),
- have applied by 28 February 2024 for a place on the Bristol Translates Summer School and
- be a resident in the UK.

We particularly welcome applications from minority and under-represented groups.

### Scholarships

The Bristol Translates Summer School Scholarship will cover the full cost of fees on the programme (£315).

### Award distribution

To ensure fair distribution of the available funding, applications will be assessed by a panel including the two Directors of the Bristol Translates Summer School and the Academic Lead. The University's decision will take into account the needs of the entire student body and, as such, will be final with no appeal process.

### Assessment process

Applications will be accepted from Applicants who meet the eligibility criteria. They should have a confirmed place on the Bristol Translates Summer School by the date the outcome of scholarship applications is announced. Information provided in the Applicant's personal statement will be used to select recipients of the scholarship. The decision will be based on evidence of:

- the Applicant's motivation and commitment,
- the anticipated benefits to the Applicant of participating in the Summer School,
- the Applicant's intentions and plans for a career in translation.

### Successful applicants

The University will make offers of a Scholarship to successful candidates. Full details of the scheme being offered, including the terms and conditions, will be made available in the award notification. Awardees will be expected to reply to the Scholarship offer notification and confirm their acceptance of the award, and the relevant terms and conditions, via email. They agree to write a one-page (500 words) statement about their experience participating in the Summer School within 15 days of the end of the Summer School. The Summer School reserves the right to publish the statement in full or in parts for promotional purposes. Scholarship holders themselves are encouraged to publish the statement.

### Reserve applicants

To ensure that all available funding is distributed, the University will select a number of Applicants to be on a reserve list. Such Applicants will be notified accordingly. Students on the reserve list may be contacted at a later date to be informed that they have been offered an award should funding become available. Being placed on the reserve list is not a guarantee of an award.

### Timetable

After the application closing date, you will be told whether your scholarship application was successful by 14 March 2024. For any further enquiries, please contact [bristol-translates@bristol.ac.uk](mailto:bristol-translates@bristol.ac.uk)

### Unsuccessful applicants

Unsuccessful applicants are entitled to participate in the Summer School at the cost of the early-bird fee which must be paid within 14 days of the notification of the outcome of the application process.