

## **General Terms and Conditions of the “London Medical Academy – Pre Medical Education Limited”**

### **Company Number 12051311**

Registered Office in England and Wales  
7 Bell Yard  
Holborn,  
London WC2A 2JR  
United Kingdom

“London Medical Academy – Pre Medical Education Limited” offers (through *Med School Masters and Study Medicine In Europe*) placement packages to different European medical universities. “London Medical Academy – Pre Medical Education Limited” also offers (through London Medical Academy and *Med Boosters*) courses for the preparation of entrance exams to various medical universities in Europe and the UK. The following General Terms and Conditions (hereinafter referred to as “Terms and Conditions”) are intended to ensure a fair balance between your interests as a participant and our interests as a university placement and entrance exam preparation course provider.

### **1. Subject of the contract, conclusion of the contract**

1.1 “London Medical Academy – Pre Medical Education Limited” offers university placement packages and fee-based entrance exam preparation courses for the preparation of entrance exams to various medical universities in Europe and UK, including digital teaching materials.

1.2 Registration for the university placement packages and entrance exam preparation courses takes place online via the respective websites of “London Medical Academy – Pre Medical Education Limited”, by telephone, post or on-site in the office of “London Medical Academy – Pre Medical Education Limited”. The contractual relationship regarding the course visits comes about either by sending the registration confirmation via e-mail when ordering online or when ordering by mail, by phone or on site with the signing of the contract by the participant.

1.3 In case of overbooking (booking more than once for the same placement package or course) the participant will be informed immediately. A contract is not concluded in this case.

1.4 The contents and price of the placement packages service can be found in the respective service description of the specification. Unless otherwise stipulated, the services offered will be limited to a one-time application of the customer for the entrance exam of the universities of preference.

1.5 The terms and conditions for the placement packages are as follows: “London Medical Academy – Pre Medical Education Limited” will provide a private consultation to help the candidate select which universities that will be applied to, assess the documentation for each

university application and advise on any additional documentation that is required, provide all links and information required to begin and complete the application process, help to arrange the entrance exams and advise on the status of the application throughout the process. Once your place is secured at one of your chosen universities we will help you find accommodation in your new city, support your student visa application and all other necessary logistical details before your departure.

1.5.1 LMA offers 2 placement packages which are: '1. Application Management For Partner & Non Partner Universities' , '2. Guaranteed Entry Placement (Georgia & Ukraine)'. For all packages, there is an initial payment to pay of £99.00, (which is included in the price of the package). This will cover the initial personal consultation (of up to 2 hours). Please note that once the initial personal consultation has taken place, this payment of £99.00 is non refundable.

1.5.2 There is no guarantee that the student will pass their entrance exams and be admitted to their chosen universities. The final decision about the admission of the student depends solely on the university itself and is based on the university's consideration of each candidate individually. Sometimes the admission criteria is not limited to the entrance exam, but also includes specific entry requirements established by the university, for example a personal interview or the health condition of the candidates. Nevertheless we will advise the candidate with full transparency and do everything within our power to help them succeed with their application.

1.5.2 The candidate needs to fulfil all given administrative instructions and observe the given deadlines during the application process to the universities, in order to complete each step of the process as per our instructions. If the candidate does not fulfil all of our administrative instructions and given deadlines, we cannot take any responsibility for the accuracy of the application process to the universities.

1.5.4 The candidate agrees that in regards to their applications to universities, that they are officially represented by London Medical Academy, who are nominated as the candidates sole representatives.

1.5.5 If the client wishes to cancel the placement package within the revocation period after the payment has been made and the service has begun, you shall be obliged to pay an adequate amount which matches the proportion of services already rendered at the time of informing us about your decision to exercise the right of revocation as compared to the overall scope of service set forth in the contract.

1.5.6 In order to take the university entrance exams, some universities might require an additional fee to be paid directly to the university before taking the exam. We will inform the client in advance about the fees that are required, and we will advise the client on how to pay them to the university.

1.5.7 After a payment is made to the universities for registration fees / entrance exams, it is not possible to cancel the registrations for any entrance exams. In the case that a candidate could not take their entrance exams for any personal reasons through no fault of the university in question, there will be no refunds.

## **2. Right of withdrawal for consumers**

Consumers have a fourteen-day withdrawal.

### **REVOCAATION**

#### **Withdrawal**

You have the right to withdraw from this contract within fourteen days without giving any reason. The revocation period is fourteen days from the date of the contract.

To exercise your right of withdrawal, you must contact:

“London Medical Academy – Pre Medical Education Limited”

7 Bell Yard

Holborn, London

WC2A 2JR

United Kingdom

**Telephone:** +44 2037 406 093

**Email:** [info@londonmedicalacademy.co.uk](mailto:info@londonmedicalacademy.co.uk)

by means of a clear statement (eg a letter sent by post, fax or e-mail) about your decision to withdraw from this contract. You can use the attached model withdrawal form, which is not required. In order to maintain the cancellation period, it is sufficient that you send the notice of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### **Consequences of the cancellation**

If you withdraw from this contract, we shall reimburse you for any payments we have received from you without delay and at the latest within thirty days from the date on which we received notice of your cancellation of this contract. For this repayment, we use the same means of payment that you used in the original transaction, unless otherwise agreed with you; In no case will you be charged for this repayment fees. If you have requested that the services be commenced during the period of cancellation, you must pay us a reasonable amount equal to the proportion of services already provided by you at the time you inform us of the exercise of the right of withdrawal in respect of this contract Comparison with the total volume of services provided for in the contract.

## **Model Withdrawal Form**

If you want to revoke the contract in accordance with the above cancellation policy, then you can fill out this form and send it back to us. The use of the form is not mandatory.

On

“London Medical Academy – Pre Medical Education Limited”

7 Bell Yard

Holborn, London

WC2A 2JR

United Kingdom

Email: [info@londonmedicalacademy.co.uk](mailto:info@londonmedicalacademy.co.uk)

I / we (\*) hereby revoke the contract concluded by me / us (\*) for the provision of the following service:

Ordered on (\*)

Name of the consumer (s)

Address of the consumer (s)

Signature of the consumer (s) (only when notified on paper)

date

(\*) Delete as appropriate.

END OF REVOCATION

### **3. Service fees (for placement packages and course fees)**

After registration, the participant will receive an invoice for either placement packages or course fees to be paid, which will be listed on the website when registering. Payment is due 14 days after receipt of invoice, unless instalment has been agreed. For courses, if the start of the course is within the payment period, the day of the start of the course is the payment date. The decisive factor is the day of the value date at “London Medical Academy – Pre Medical Education Limited”.

With delay of the payment the claim to a course place at the respective beginning of the course expires, the payment obligation remains unaffected.

#### **4. Resignation of the participant**

4.1 In addition to the consumer's right of withdrawal, the participant is entitled to a contractual right of withdrawal. The resignation must be declared in writing, text form is sufficient.

4.2 "London Medical Academy – Pre Medical Education Limited" incurs significant costs in course planning and preparation, such as Booking of lecturers and locations. In the case of resignation of the participant from the service contract, the following proportionate costs are therefore to be paid. Usually saved expenditures and the usually possible other assignment of course places are considered:

– If you cancel within two months of the beginning of the course, 30% of the course fee will be charged.

– If you cancel between two months and one month before the beginning of the course, 50% of the course fee will be charged.

– If you cancel between one month before the beginning of the course until the end of the first week of the course, 75% of the course fee will be charged.

– If you cancel after the first week of the course, 100% of the course fee will be charged.

The participant is at liberty to name a suitable substitute participant or to prove that no or significantly lower costs have been incurred in connection with the resignation than those applicable by "London Medical Academy – Pre Medical Education Limited" in the individual case Lump sum reported costs.

4.3 The reimbursement of the respective course (partial) amount in the case of withdrawal takes place within 60 days after resignation. The registration fee will not be refunded in case of withdrawal.

4.4 Excepted from clause 4.2 of the GTC is the two-week probationary period offered for the 21- and 12-week pre-med course. If the participant chooses this option, the resignation is possible until the end of the second week of the pre-med semester, if the participant has attended the course every lesson for the first 2 weeks and the course fees have been paid on time in one amount. The option does not apply with other discounts. The course fee will be refunded in this case except for the registration fee. The rights under the statutory right of revocation are not affected.

#### **5. Cancellation and modification of the venue**

5.1 "London Medical Academy – Pre Medical Education Limited" is entitled to cancel the course if there are not enough participants, illnesses or urgent prevention of the lecturer or for reasons that are not attributable to LMA. The paid course fees will be reimbursed in this case.

5.2 In the event of a change of the venue this will be communicated to the participant in due time. A substitute venue is basically able to compare accessibility and facilities with the original venue.

## **6. Termination by “London Medical Academy – Pre Medical Education Limited”**

“London Medical Academy – Pre Medical Education Limited” is entitled to extraordinary termination of the service contract for good cause. An important reason exists in particular:

- in case of late payment,
- serious misconduct within the course that jeopardises the progress of the course,
- for repeated, unexcused absences.

When deciding on extraordinary termination, “London Medical Academy – Pre Medical Education Limited” takes into account the degree of fault and the legitimate interests of the participant.

## **7. Liability**

7.1 In the case of intentional or grossly negligent breaches of duty as well as in the event of culpable injury to life, body or health, LMA shall be liable without limitation for all damages attributable thereto, unless otherwise provided hereinafter or by law.

7.2 In the event of slight negligence, “London Medical Academy – Pre Medical Education Limited” is liable for property damage and pecuniary loss only in the case of breach of essential contractual obligations. Significant contractual obligations are those obligations the fulfilment of which enables the proper performance of the contract in the first place, whose breach jeopardises the achievement of the purpose of the contract and on the compliance of which the contractual partner regularly trusts and may rely. The liability is limited to the contractually foreseeable damage. This also applies to lost profits and missed savings.

7.3 Further liability for damages is excluded – regardless of the legal nature of the asserted claim.

## **8. Rights of use**

All rights to the materials provided by “London Medical Academy – Pre Medical Education Limited” and contents published on the websites of LMA (text, data, images, videos, databases) are reserved. In particular, it is not permitted to reproduce, modify, distribute, make publicly available, send or otherwise use any study material or content in whole or in part without the consent of “London Medical Academy – Pre Medical Education Limited”, whether for private or public use Commercial purposes. This excludes own study purposes.

## **9. Change of the terms and conditions**

9.1 “London Medical Academy – Pre Medical Education Limited” is entitled to change these GTC at any time, insofar as it does not affect any essential provisions of the contractual relationship and this is necessary to adapt to developments that were unforeseeable at the time of conclusion of the contract and whose non-consideration would noticeably disturb the balance of the contractual relationship. Significant regulations include, in particular, the type and scope of the contractually agreed services and the term of the contract, including the rules on termination. In addition, changes can be made to close any loopholes that arise after the conclusion of the contract, such as changes in case-law.

9.2 “London Medical Academy – Pre Medical Education Limited” will expressly inform the participants about changes. The participant may object to the changed terms and conditions within a period of three weeks from the notification of changes. “London Medical Academy – Pre Medical Education Limited” Limited expressly refers the participant to the amendment in the amendment notice. If the participant does not object within the deadline, the new terms and conditions apply with the day of the deadline.

## **10. Final provisions**

The EU Commission provides an online platform for online dispute resolution (OS platform), which can be found here [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). Consumers have the opportunity to use this platform to resolve their disputes. We are not legally obliged to participate in arbitration proceedings and unfortunately can not offer to participate in such proceedings.