

Executive Education Programme: Effective Business Communication in China

Locations: Ningbo and Shanghai, China



This flagship 6-day Linguistic Profiling for Professionals (LiPP) programme is delivered by world-leading experts from the University of Nottingham, held at the University's China Campus in Ningbo and in key locations in Shanghai.

****Also available as a bespoke course option for individual corporates at negotiable dates during the year****

This programme includes interactive workshops, one-to-one training, and key business networking opportunities, including company visits and tours. It focuses on a series of crucial topics including:

- Effective Intercultural Business Communication
- Global Leadership Communication with Executive Coaching
- Intercultural Gestures and Body Language
- Cultural Awareness and Etiquette
- Effective Strategies for Working with Interpreters
- Legal, HR and Policy Matters
- Conflict Avoidance and Resolution

Our Executive Education Programme is specially designed to ensure that business opportunities and negotiations with Chinese businesses are long-lasting, effective and productive.

To maximise the full benefits of the course, delegates will be invited to an introductory pre-visit orientation session at the University of Nottingham's University Park Campus (or at a location of your choice if a bespoke company option is selected) and partake in innovative and interactive pre- and post-programme online learning activities.

Learning Outcomes

On completion of the ***Effective Business Communication in China*** Executive Education Programme, delegates will be fully trained in the following:

- The acquisition of intercultural communicative competence in order to communicate effectively and confidently with Chinese businesses
- The ability to recognise and avoid intercultural miscommunication
- The ability to recognise and avoid legal and policy pitfalls
- The knowledge of a series of linguistic toolkits to deal competently with different business scenarios and a wide range of diverse audiences
- The ability to recognise and observe gestures, body language and other culture-specific practices that have significant effect on business success
- The ability to engage in reflective analysis of one's own and others' cultural and communicative practices

Why the University of Nottingham Ningbo Campus?

The University of Nottingham, described by *The Times* and *The Sunday Times University Guide 2016* as 'the nearest Britain has to a truly global university', has award-winning campuses in the UK, China and Malaysia and hosts a truly global academic community in all three countries. The University of Nottingham Ningbo Campus (UNNC) was established in 2006 as a joint venture with Zhejiang Wanli Education Group, the first partnership of its kind in China. Situated on a 144-acre site, the Ningbo Campus opened in 2006 and is now home to over 6,000 students and 700 teaching and administrative staff from all over the world.

Ningbo has won 2 Queen's awards in recognition of its innovative business operation in overseas markets. Its reputation and success has enabled close engagements to grow with multi-country councils, attracting tens of millions in funding for infrastructure and research projects from the Chinese government. For instance, IAMET *International Advanced Marine Economy Institute* in Zhejiang Province, GNAFI *Guangdong Nottingham Advanced Finance Institute* in Guangdong Province and SNAA *Nottingham Shanghai Advanced Academy* in Shanghai are some of the key funding providers.

Being uniquely placed in one of the world's most vibrant and important economies, the Ningbo Campus continuously engages with hundreds of Chinese industries across various sectors including aviation, transport, food and beverage, agriculture, education, pharmacy, healthcare, finance and manufacturing.

Awards

- **Times Higher Education Award 2013**
International Strategy
- **Insider International Trade Award 2014**
Education
- **Cathay Pacific Award 2015**
Continued Commitment

Companies and Organisations - University Clients

CRRC Corporation

- One of China and the world's largest rail transportation equipment manufacturers and solution providers
- Memorandum of Understanding (MOU) and continuing contracts for:
 - Executive education
 - Continuous professional development
 - Research collaboration

AVIC

- Training and research partnership
- University Technical College (UTC) is announced to open as a result of the partnership
- 60 postgraduate students from AVIC enrol to university courses
- 5 PhD students

ACAE - Shanghai

Training and research partnership with focus on:

- Aero engine technology
- Composite fan-blade manufacturing
- High temperature coatings
- Fatigue life prediction

Chongqing Chang 'An

- Training and research partnership
- UK based research and development centre
- Electric vehicles training programme
- Powertrain University Technical College (UTC) in negotiation

Faw Group

- Funded research laboratory at the University (Ningbo)
- Specialising in low carbon technologies including:
 - Thermal management
 - Heat transfer for low carbon vehicles

China Resources Group

- Training Programmes in International Management delivered in China and the UK
- Internships

PetroChina

- Research and development contracts:
 - Analytical equipment - HyPy
 - Biometrics - surface engineering

Research Innovation Centre and Knowledge Exchange Hub

- 10 successful patent applications
- 3 spin-out companies in 5 years

Guangdong-Nottingham Advanced Finance Institute (GNAFI)

- Partnership with Guangdong University of Finance
- Training provided to up to 2000 Chinese financial specialists per year
- Provides advanced training to senior managers from industry, commerce, financial institutes and government organisations across China

China Healthcare Strategy

- Delivering an evidence-based healthcare solution in China including:
 - Evidence based healthcare centre at UNNC
 - Ningbo No. 1 Hospital
 - Ningbo Disease Control Centre

Sondrel School of VLSI Design

- 10M software investment - mentor graphics
- 21 graduates from first course offered jobs with Sondrel

Course Programme

| Day | Activity |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Day 1 | <p><u>Location - Ningbo</u></p> <p>10.00 – 10.30 - Welcome and Learning Outcomes Professor Chris Rudd, Provost of UNNC</p> <p>10.30 - 12.30 - Cultural Awareness Professor Lixian Jin</p> <p>12.30 - 13.30 - Lunch</p> <p>13.30 - 16.30 – Humanistic Approaches to Management Professor Pingping Fu</p> <p>16.30 – 17.30 – Campus Tour</p> <p>19.00 - 22.00 - Drinks Reception and Evening Dinner</p> |
| Day 2 | <p><u>Location - Ningbo</u></p> <p>09.00 - 12.30 – Global Leadership Communication</p> <p>12.30 - 13.30 - Lunch</p> <p>13.30 - 17.30 – Intercultural Business Communication One-to-one executive coaching throughout the day</p> |
| Day 3 | <p><u>Location - Ningbo</u></p> <p>09.00 - 12.30 - Intercultural Business Communication</p> <p>12.30 - 13.30 - Lunch</p> <p>13.30 – 16.30 – Company Visit in Ningbo including travel times One-to-one executive coaching throughout the morning</p> |
| Day 4 | <p><u>Location - Ningbo</u></p> <p>09.00 - 12.30 – Gestures and Body Language</p> <p>12.30 - 13.30 – Lunch</p> <p>13.30 – 16.00 – Networking Event with Ningbo Businesses</p> <p>16.00 – 17.00 – Review and Feedback</p> <p>18.00 - 20.00 - Leaving Drinks, Buffet and Certificate Presentation Ceremony One-to-one executive coaching throughout the day</p> |
| Day 5 | <p><u>Location - Shanghai</u></p> <p>09.00 – 12.00 – Travel to Shanghai</p> <p>12.00 – 13.00 – Lunch</p> <p>13.00 – 17.00 – Company visit and tour around Shanghai Technology Park</p> |
| Day 6 | <p><u>Location - Shanghai</u></p> <p>10.00 - 11.30 – Travel to Zhujiajiao (Water Town)</p> <p>11.30 – 14.30 – Lunch and Tour</p> <p>14.30 – 16.00 – Travel back to Shanghai</p> <p>19.00 - 22.00 – Dinner</p> |

Course Sessions

Cultural Awareness

Professor Lixian Jin

Head of the School of English, UNNC, Professor of Applied Linguistics

This session focuses on exploring the concept of culture, what skills we need to interpret matters in intercultural contexts and how culture can play a significant role in business. In the session, delegates will have the opportunity to discuss different cultural concepts and reflect upon how culture influences their own understanding and interpretation of events and interactions in business and social settings, increasing their own cultural awareness through a reflective approach.

By the end of the session, participants will:

- Show a fuller understanding of some key concepts linked to culture
- Be able to analyse business interactions with cultural awareness
- Develop strategies to communicate effectively with people from different cultures

The session will be interactive and research findings on intercultural business communication will be shared with participants. Intercultural business cases will be provided for discussion and debate related to cultural practices and interpretations. Participants are encouraged to bring in their own experiences and examples.

Humanistic Approaches to Management in China

Professor Pingping Fu

Professor of Organisational behaviour, UNNC Business School

In recent years, I have been working with a number Chinese firms, which have been applying traditional Chinese philosophies to their business management and have benefited from doing so. The companies are in different industries, but the common feature of their practices is their humanistic approach to management. I would like to introduce what they do and the cultural roots behind those practices. Since humanistic management is becoming increasingly recognised as an effective way to do business sustainably, it would be interesting for our guests to find out how those philosophies are applied in practice and how they are rooted in Chinese culture.

By the end of the session, participants will:

- Show an understanding and appreciation of traditional Chinese cultural values
- Understand how those fundamental humanistic values can be effectively applied to business management
- Be inspired to think of alternative ways to run their own companies

Intercultural Business Communication

Dr Du Ping

Assistant Professor, Intercultural and Workplace Discourse, School of English UNNC

Drawing on theories in cross-cultural psychology, sociolinguistics and intercultural communication, we will explore the following topics through interactive activities:

- Cultural differences in self-perception, worldview and thinking patterns, and their impact on communicative behaviours in business and organisational contexts
- Cultural differences in problem solving and decision making, disagreement, conflict management, leadership styles and negotiation strategies
- Interactive dynamics and effective communication in multicultural workplaces

By the end of the session, participants will be able to:

- Be equipped with toolkits for understanding various communicative phenomena and behaviours in the intercultural business context
- Develop cultural awareness as well as self-awareness for interpreting and explaining intercultural phenomena from different perspectives
- Be comfortable with applying the theoretical tools to resolve communicative problems in different business settings

Gestures and Body Language

Dr Simon Harrison

Assistant Professor, Applied Linguistics, School of English UNNC

Why do we gesture? How do people use gesture to convey their thoughts and interact with others successfully? The participants of this workshop will explore various answers to these questions through examining video recordings of face-to-face communication from a range of social and professional contexts. The outcome will be a heightened awareness of the role of gestures in interaction with insights to people's thoughts and intentions in interaction.

By the end of the session, participants will be able to:

- Move beyond a folk theory of 'body language', that is to acquire the ability to perceive the various manifestations of gesture in human communication, to understand how they facilitate interaction, and to talk about them with a nuanced vocabulary that captures useful distinctions
- Develop an understanding of aspects of gestures and embodied interaction that may be culturally-specific to China and potentially facilitate communication in China

Course Leaders

Professor Louise Mullany

Professor of Sociolinguistics, School of English UK and Director of LiPP Global



Professor Louise Mullany is the Founder and Director of LiPP and Professor of Sociolinguistics in the Centre for Research in Applied Linguistics at the University of Nottingham. She has spent the last 20 years researching communication in businesses and organisations, including global leadership. Prof Mullany has published widely on this topic and has successfully delivered training and research-based consultancy to a wide range of businesses and organisations, from SMEs through to large multinationals. She has presented her professional

communication research in multiple locations worldwide including New Zealand, Hong Kong, Canada, China, Brazil, Argentina, Poland, Spain and the UK.

Professor Geoff Hall

Dean of the Faculty of Humanities and Social Sciences, Ningbo Campus,
Professor of Sociolinguistics



After taking degrees in English language and literature at Sussex and Birmingham Universities and gaining teaching qualifications, Prof Hall worked for the British Council and others for 10 years in UK, Sweden, Singapore, Poland, Spain, Sweden and Colombia before joining the University of Wales, Cardiff in 1993.

In his teaching and research, he is committed to a fruitful dialogue between literary and applied linguistic studies in international contexts. Prof Hall took over as Head of the School of English at The University of Nottingham's

Ningbo Campus from September 2011. His current research interests are intercultural communication, global Englishes and China and literary stylistics.

Professor Lixian Jin

Head of School of English, UNNC, Professor of Applied Linguistics



Professor Lixian Jin is Professor of Applied Linguistics and Head of School at the University of Nottingham Ningbo China after she studied and worked in the UK for 30 years. She has taught linguistics and English to English language teachers and speech and language therapists in Britain, China, Hong Kong, Turkey, Lebanon and coordinated research projects in the UK, Singapore, Malaysia and China. Her experience of working internationally has offered an insight to the importance and value of intercultural communication. She has given talks at international conferences and published journal papers on these topics, particularly in relation to

management and leadership.

Lixian has given intercultural communication workshops to professionals from healthcare sectors (e.g. the Royal College of Speech and Language Therapists, Royal College of General Practitioners, UK) to international companies (e.g. Dynex, UK; China South Rail, China), to educational sectors (e.g. University of Wisconsin La Crosse, USA; UK local educational authorities; China national higher education teacher training programmes). Lixian has provided consultancy to individual companies from educational sectors to commercial/industry sectors.

Professor Pingping Fu

Professor of Organisational Behaviour, UNNC Business School



Professor Pingping Fu is Professor of Organisational Behaviour at the University of Nottingham Business School, China. Her research interests are mostly in leadership areas, particularly values, but she has also done work in influence tactics, conflicts, and recently relational power.

She has been a member of the Global Leadership and Organisational Behavioural Effectiveness (GLOBE) research project team since 1997, and now serves as a GLOBE board member. She has led several projects supported by grants from the Hong Kong government, the results of which have been published in leading

journals including *Administrative Science Quarterly*, *Journal of International Business Studies*, *Journal of Organizational Behaviour*, *Leadership Quarterly*, *Management International Review*, *International Journal of Conflict Management*, and *Asia Pacific Journal of Management*.

Dr Du Ping

Assistant Professor, Intercultural and Workplace Discourse, School of English UNNC



Dr Ping Du is an Assistant Professor based in The School of English, at the University of Nottingham's Ningbo Campus. She is interested in the interpretation and explanation of intercultural differences in workplace interactive behaviours drawing on pragmatics, sociolinguistics and cross-cultural psychology. She works with authentic interactive data such as workplace meetings and emails, as well as interviews and various types of documents collected in the multicultural workplace. The topics she is currently working on include intercultural differences in relational strategies, problem talk and problem solving, argumentative strategies, and conflict management strategies.

Dr Simon Harrison

Assistant Professor, Applied Linguistics, School of English UNNC



Dr Simon Harrison's interest in communication began as a lifeguard on the beaches of southwest France, where he spent several seasons 'people watching' and developed an interest in the role of gesture in human interaction. He pursued his interest in language and gesture with a PhD in English from the Université de Bordeaux (2009), then studied gestures among workers in factory settings for his postdoc at RWTH Aachen, Germany (2010-2012). During his PhD studies, Simon was a Visiting Scholar for a year in the Linguistics Department at the University of California, Berkeley, where he also trained as a Jet Ski Pilot with K38 Rescue in Santa Cruz.

Before moving to China, he held Adjunct Professor positions at the Sorbonne Nouvelle in 2009 and 2012, while also serving as Secretary General for the International Society of Gesture Studies. Simon has been an Assistant Professor (Lecturer) in Applied Linguistics at the University of Nottingham Ningbo China since 2013. He recently held the role of Director of Research and Knowledge Exchange for the Faculty of Humanities and Social Sciences and is author of the forthcoming book 'The Impulse to Gesture: Where language, minds, and bodies intersect' (Cambridge University Press).

What's Included?

| ACTIVITY | INCLUDED? |
|---------------------------------------------|-----------|
| COACH FROM SHANGHAI AIRPORT TO NINGBO HOTEL | YES |
| BREAKFAST | NO |
| TAXI TO CAMPUS | YES |
| MORNING REFRESHMENTS | YES |
| LUNCH | YES |
| AFTERNOON REFRESHMENTS | YES |
| TAXI BACK TO HOTEL | YES |
| DINNER | YES |
| BREAKFAST | NO |
| TAXI TO CAMPUS | YES |
| MORNING REFRESHMENTS | YES |
| LUNCH | YES |
| AFTERNOON REFRESHMENTS | YES |
| TAXI BACK TO HOTEL | YES |
| DINNER | NO |
| BREAKFAST | NO |
| TAXI TO CAMPUS | YES |
| MORNING REFRESHMENTS | YES |
| LUNCH | YES |
| AFTERNOON REFRESHMENTS | YES |
| TAXI BACK TO HOTEL | YES |
| DINNER | NO |
| BREAKFAST | NO |
| TAXI TO CAMPUS | YES |
| MORNING REFRESHMENTS | YES |
| LUNCH | YES |
| AFTERNOON REFRESHMENTS | YES |
| TAXI BACK TO HOTEL | YES |
| DINNER AND ENTERTAINMENT EVENING | YES |
| BREAKFAST | NO |
| COACH TO SHANGHAI | YES |
| LUNCH | YES |
| COACH TO BUSINESS PARK | YES |
| DINNER | NO |
| BREAKFAST | NO |
| COACH TO ZHUJIAJIAO (WATER TOWN) | YES |
| LUNCH AND TOUR | YES |
| COACH BACK TO SHANGHAI | YES |
| DINNER | NO |
| COACH BACK TO SHANGHAI AIRPORT | YES |

More about Ningbo

Overview

- **Zhejiang Province**
- **GDP CNY 800,336 Billion (2014)**
- **GDP per capita CNY 136,773 (GBP 15,828)**
- **Population 7.83 Million (2016)**
- **UK Twin City – Nottingham**
- An important port city located 220 kilometres (140 mi) south of Shanghai
- The economic centre of south wing of Yangtze River Delta
- One of the cities with the highest level of economic growth in China
- Ningbo has approved 13,747 foreign enterprises with a total investment of USD 74.54 billion by the end of 2014
- Ningbo is a suitable agricultural economic area. It also has a fishing industry specialising in sea water cultivation, fresh water cultivation and marine fishing

Key Industries

Ningbo's core strengths are formed around the following industries:

- Garments
- Shipping
- Logistics
- Moulding
- Plastic machinery
- Auto parts
- Petrochemical
- Stationery
- Electronic
- Machine tool
- Pharmacy
- Kitchen and bath
- Medical device
-

Economy and Investment

- The Ningbo city government's General Plan (2006-2020) sees the city as the 'economic centre of the Yangtze River Delta's (YRD) southern wing'
- Ningbo plans to construct a 'Smart City' by establishing intelligent application systems, industrial bases and infrastructure, investing CNY 500 million annually.
- Foreign investments was made in the property market, wholesale, retail businesses, computer services, software, science and technology research, technical assistance and geological exploration.
- A major national presence in garment production and home electric appliance manufacturing autoparts, mould and stationery production are also significant.

- Port development focuses on soft power to enhance port competitiveness. The government's plans include a national training base for port logistics, port capacity and creative industries
- Goals for financial system include a SME focus - it aims to form 1,000 corporate research and development institutions, more invention patents and increase research and development expenditures to reach 2.5% of GDP.

Major Industrial Parks & Development Zones

- **Ningbo Daxie Development Zone**

Target industries: Petrochemical industries, port logistics

- **Ningbo Economic and Technological Development Zone**

Target industries: Chemical, stainless steel, shipbuilding, automobiles, modern paper making, electric machinery, textiles

- **Ningbo Free Trade Zone / Ningbo Export Processing Zone**

Target industries:

- Ningbo FTZ – Foreign trade, electronics and information, manufacturing and processing
- Ningbo EPZ – IC, information appliance, fine machinery

- **Ningbo High-tech Industrial Development Zone (Ningbo National Hi-Tech Zone)**

Target industries: Photovoltaics and communication, software, microelectronics

- **Ningbo Petrochemical Economic and Technological Development Zone**

Target industry: Petrochemicals

Opportunities

10 Emerging Technologies:

- Electro-information and photo electricity - mobile communication terminal, computer and network products, integrated circuit, liquid crystal display, digital video and audio software.
- Equipment manufacturing - plastic injection moulding machinery, electricity transmission and substation transformation, digital-controlled machine tools.
- Automobile and parts - economy car; automobile parts, car decoration.
- New materials - electronic information material, high molecule material, Nano material.
- Textile and Garments - after-weaving trimming, medium and high quality clothing material, clothing design; designer clothing and trappings.

- Household appliance - kitchen equipment and sanitation, famous-brand appliance.
- Precision apparatus - new-type industrial automatic apparatus, new-type measuring apparatus, high-efficiency optic apparatus.
- Fine chemical industry and biological medicine - fine chemical products, biological medicine, Chinese medicine, chemical medicine
- Moulding - plastic mould, metal die-casting mould, powder metallurgy mould, rubber mould and related products.
- Stationery - research, development, design, production and marketing of stationery.

More about Shanghai

Overview

- **GDP = CNY 2.5 Trillion (2015) (£292 Billion)**
- **GDP per capita = CYN 103,100 (GBP £11,042)**
- **Population = 24.1 Million (2015)**
- The largest city in the world.
- Home to the world's busiest container port which is considered one of the most important transport hubs in the world.
- Home of China's commercial and financial centres, as well as the centre for the country's flourishing Yangtze River Delta.
- Hosted the 2010 World Expo, ahead of which the city invested US \$2.7 billion in its infrastructure.
- Established the first Free Trade Zone (FTZ) in China, located in the Pudong New Area in Shanghai - FTZ is viewed as a logistics and commodities driven government reform to attract foreign investment
- One of the fastest developing cities in the world.

Key Industries

- Financial services, retail, and real estate are key service industries - in 2014, 64.8% of Shanghai's GDP was attributed to services industries.
- Shanghai plays a key role in China's heavy industries including steelmaking.
- Auto manufacture is also important - Shanghai's output of motor vehicles reached 2.47 million in 2014, accounting for 10.4% of the national total.
- A leading producer of ethylene, plastics, microcomputers, ICs and mobile phones.
- Rapid development of high-tech industries, such as computer, telecommunications equipment, and integrated circuit manufacturing.
- Tourism - in 2014, the number of domestic tourists grew by 3.2% to 268 million while overseas tourists grew by 4.5% to 7.91 million.

Economy and Investment

- Exports from Shanghai reached US\$180 billion while imports amounted to US\$188 billion in 2010. The city wants to position itself as a mainland financial centre rivalling Hong Kong and London, though the regulatory issues remain challenging.
- Manufacturing industry is the city's priority with expansion of advanced manufacturing industries on the way.
- Various measures to encourage foreign investors to set up research and development facilities in China as part of the city's plan to establish an innovation-oriented economy.
- Many retailers use Shanghai as an entry point and gateway before expanding to other mainland retail markets.
- Mature retail environment to launch retail enterprises.
- Shanghai Stock Exchange - the largest stock market on the mainland, ranks 5th in the world in terms of market capitalisation - it continues to attract both domestic and foreign investors.

Major Industrial Parks and Development Zones

- **Shanghai Jinqiao Export Processing Zone**

Targeted industries: electrical appliances, automobiles, modern household electrical appliances and biological medicines.

- **Caohejing New Technology Development Zone**

Pillar industries include microelectronics, photo-electronics, computer software, new materials, spaceflight and aviation.

- **Shanghai Chemical Industry Park - Fengxian Sub Zone**

Targeted industries: petrochemical and utilities companies.

- **Shanghai Minhang Economics and Technological Development Zone**

Key industries include mechanical and electrical equipment within rail transportation, modern biological and pharmaceutical industry, the beverage industry and the leisure food industries.

- Shanghai Hongqiao Economic and Technological Development Zone
- Shanghai Waigaoqiao Free Trade Zone
- Shanghai Baoshan Industrial Zone

Main industries include auto parts, machinery and electricity, electronics, instruments, computers, light industry, glass products, food processing, storage and transport as well as shipbuilding.

- **Shanghai Jiading Industrial Zone**

Opportunities

Shanghai's key objective is to transform the industrial structure and promote the advancement of service industries. Six new pillar-industries have been selected:

- Information industry
- Financial services
- Commerce and trade
- Automobile manufacture
- Equipment assemblies
- Real estate

With an increasing number of local enterprises demonstrating creativity and innovation in business development, the city aims to continue to attract multinational corporations to invest and set up their Asia Pacific headquarters in Shanghai.

Terms and Conditions

Please find below the Terms and Conditions of sale for University of Nottingham, Linguistic Profiling for Professionals (LiPP) – School of English. These are applicable to all orders and transactions.

1. INTRODUCTION

1.1 THE UNIVERSITY OF NOTTINGHAM, ("the University") Trent Building University Park, Nottingham, NG7 2RD shall supply the goods or services provided by LiPP - School of English on the following terms and conditions.

1.2 Please read these terms and conditions carefully and make sure that you understand them before ordering any goods or services from LiPP – School of English. By ordering any of the goods or services, you are deemed to have accepted and agree to be bound by these terms and conditions.

1.3 You may wish to print a copy of these terms and conditions for future reference.

2. APPLICATION OF TERMS

2.1 Unless otherwise agreed in writing, these terms and conditions are the only conditions upon which the University are prepared to supply the goods or services to you. These terms and conditions shall constitute the whole agreement between the University and shall govern the contract between the University and yourself ("the Contract") to the entire exclusion of all other terms or conditions (including your terms and conditions or those implied by trade, custom or practice).

3. YOUR STATUS

3.1 By placing an order through LiPP – School of English, you confirm that:

3.1.1 you are legally capable of entering into binding contracts

3.1.2 you are the registered owner of any credit or debit card used for payment, or have legal authority from the card holder to make payment.

4. AVAILABILITY OF GOODS OR SERVICES

4.1 The University shall supply or otherwise procure the supply of the goods or services available from LiPP – School of English.

4.2 Your order constitutes an offer to the University to buy the goods or services. All orders are subject to acceptance by the University and the

University will confirm such acceptance to you with a confirmation message and by sending you an e-mail confirming the order ("the Order Confirmation"). The

Contract will only be formed once the transaction has been completed and an Order Confirmation dispatched to the email address you supplied.

4.4 The Contract will relate only to those goods or services which have been confirmed in the Order Confirmation. The University will not be obliged to supply any other goods or services which may have been part of your order until the order has been confirmed in a separate Order Confirmation.

5. DELIVERY OF THE GOODS

5.1 The University will use its reasonable endeavours to fulfil and deliver your order within a reasonable time period of the Order Confirmation. If due to exceptional circumstances the University is unable to fulfil your order within a reasonable time period, the University will email or contact you to let you know.

5.2 In these terms and conditions, the Delivery Address means the delivery address specified in the personal details you have supplied.

5.3 Any date specified by the University for delivery of the goods is intended to be an estimate, and delivery will be within a reasonable time.

5.4 If for any reason you do not accept delivery of the goods:

5.4.1 Risk in the goods will pass to you;

5.4.2 The goods will be deemed to have been delivered; and

5.4.3 The University may store the goods until delivery, whereupon you will be liable for all related costs and expenses (including, without limitation, storage and insurance).

6. NON-DELIVERY OF GOODS

6.1 The quantity of any consignment of goods as recorded by the University upon despatch from the University shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.

6.2 The University shall not be liable for any non-delivery of goods (even if caused by the University's negligence) unless written notice is given to the University within five (5) days of the date when the goods would, in the ordinary course of events, have been received.

6.3 Any liability the University has for non-delivery of the goods shall be limited to replacing the goods within a reasonable time, to providing a full refund or issuing a credit note at the pro rata contract rate against any invoice raised for such goods.

7. CANCELLATION OF GOODS FOR CONSUMERS

7.1 If you are a consumer, you may cancel the Contract at any time within seven (7) working days, beginning on the day after you received the goods. In this case, you will receive a full refund of the price paid for the goods in accordance with the University's refunds policy set out in clause 14 below.

7.2 To cancel the Contract, you must inform the University in writing and return the goods to the University immediately, in the same condition in which you received them, and at your own cost and risk. You are legally obliged to take reasonable care of the goods while they are in your possession and if you fail to comply with this obligation the University may have a right of action against you.

7.3 The rights outlined in clauses 7.1 and 7.2, however, do not apply to the supply of the following:

7.3.1 Food beverages, perishables or any other goods intended for everyday consumption;

7.3.2 Items made to your specification or which are clearly personalised;

7.3.3 Goods which by reason of their nature cannot be returned or are liable to expire rapidly;

7.3.4 Services, if the supply has already commenced with your agreement;

7.3.5 Audio or video recordings or computer software if they are unsealed by you;

7.3.6 Newspapers, periodicals or magazines; or

7.3.7 Gaming, betting or lottery services.

7.4 This clause 7 only applies if you are contracting as a consumer. It does not affect your other statutory rights as a consumer.

8. RISK AND TITLE OF GOODS

8.1 The goods are at your risk from the time of delivery.

8.2 Ownership of the goods will only pass to you when your transaction has been confirmed and an email from the University dispatched to the email address you provided, confirming receipt of all sums due in respect of the goods, including delivery charges.

9. DELIVERY OF SERVICES

9.1 The services shall be provided on the date specified on the Site for that particular service.

9.2 The University shall provide or otherwise procure the provision of the services with all reasonable skill and care.

10. NON-DELIVERY OF SERVICES

10.1 If the University has to postpone the services, the University shall notify you as soon as possible and provide you with a new date for the delivery of the services.

10.2 If the University has to cancel the services, the University shall provide you with a full refund.

11. CANCELLATION OF SERVICES FOR CONSUMERS

11.1 If you are a consumer, you may cancel a Contract at any time within seven (7) working days from the date of ordering the services by giving written notice to the University. In this case, you will receive a full refund of the price paid for the services in accordance with the University's refunds policy set out in clause 14 below.

11.2 Following the initial seven (7) day cancellation period, should you wish to cancel any booking of a service in advance of the service date, notice should be sent to the University as soon as possible. If cancellation takes place within twenty-eight (28) days of the service date, the following cancellation charges will apply:

| Notice Period | % of Price Payable |
|------------------------|---------------------------|
| Less than 28 days | 100% |
| Between 28 and 42 days | 50% |
| Between 42 and 56 days | 25% |
| More than 56 days | 0% |

11.3 For Conference and Event bookings through our Conference and Group Services, the terms and conditions on the booking confirmation / contract will prevail over the terms and conditions.

11.4 This clause 11 only applies if you are contracting as a consumer. It does not affect your other statutory rights as a consumer.

12. PRICES

12.1 Unless otherwise agreed by the University in writing, the price for the goods or services will be the price as displayed. Should value added tax be payable, the price will clearly state that value added tax is included in the price. The price is subject to the addition of all costs or charges in relation to postage, carriage and insurance.

12.2 You must make all payments due, in advance, under the Contract, without any deduction and you will receive an email from the University confirming receipt of all sums due.

12.3 Prices are liable to change at any time, but changes will not affect orders in respect of which the University has already sent you an Order Confirmation.

13. PAYMENTS

13.1 Payments must be made by debit or credit card unless otherwise agreed with the University.

13.2 All payments are subject to the following conditions:

13.2.1 the University cannot accept liability if payment is refused or declined by the credit/debit card supplier for any reason; and

13.2.2 If the card supplier declines payment, the University is under no obligation to bring this fact to your attention. You should check with your bank/credit/debit card supplier that payment has been deducted from your account.

14. REFUNDS

14.1 If you return the goods or cancel the services:

14.1.1 If you are contracting as a consumer, because you have cancelled the Contract within the seven (7) working days (see clauses 7.1 and 11.1 above), the University will process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day on which you gave notice of cancellation. In this case, the University will refund the price of the goods or services in full, and any applicable delivery charges. In respect of goods, you will be responsible for the cost of returning the items to the University.

14.1.2 For any other reason (for instance, because you have notified the University in accordance with clause 20 that you do not agree to a change in these terms and conditions, or because you consider in respect of goods, you consider that they are defective), the University will examine the returned goods and will notify you of your refund via e-mail within a reasonable period of time. The University will usually process the refund due to you as soon as possible and, in any case, within thirty (30) days of receipt of the e-mail confirming that you are entitled to a refund. The University will refund the price of defective goods in full, any applicable delivery charges and any reasonable costs you incur in returning the item to us.

14.2 Refunds, if applicable, will only be made to the debit/credit card used for the original transaction.

15. DATA PROTECTION

15.1 Please read the Privacy Policy available on the Site for details of how the University will use information about you. By agreeing and accepting these terms and conditions you hereby agree and accept the terms of our Privacy Policy.

16. LIABILITY TO CONSUMERS

16.1 If the University fails to comply with these terms and conditions, it is responsible for loss or damage you suffer that is a foreseeable result of its breach of the terms and conditions or its negligence, but the University is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the University's breach or if they were contemplated by you and the University at the time it entered into the Contract.

16.2 The University only supplies the goods or services for domestic and private use. You agree not to use the goods or services for any commercial, business or re-sale purposes, and the University has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.3 The University does not in any way exclude or limit its liability for:

16.3.1 Death or personal injury caused by its negligence;

16.3.2 Fraud or fraudulent misrepresentation;

16.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

16.3.4 Any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples)

16.3.5 Defective products under the Consumer Protection Act 1987; and

16.3.6 Any other matter for which it would be illegal for the University to exclude or attempt to exclude its liability.

16.4 If you are contracting as a business, this clause 16 does not apply. Please see clause 17.

17. LIABILITY TO BUSINESSES

17.1 Subject to clause 17.3, if the University fails to comply with these terms and conditions, it shall only be liable to you for the price of the goods or services and, subject to clause 17.2, any losses that you suffer as a result of the University's failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

17.2 Subject to Clause 17.3, the University will not be liable for losses that result from its failure to comply with these terms and conditions that fall into the following categories:

17.2.1 Loss of income or revenue;

17.2.2 Loss of business;

17.2.3 Loss of profits;

17.2.4 Loss of anticipated savings;

17.2.5 Loss of data; or 17.2.6 Waste of management or office time. However, this clause 17.2 will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (f) inclusive of this clause 17.2.

17.3 The University does not in any way exclude or limit its liability for:

17.3.1 Death or personal injury caused by its negligence;

17.3.2 Fraud or fraudulent misrepresentation;

17.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

17.3.4 Defective products under the Consumer Protection Act 1987; or

17.3.5 Any deliberate breaches of these terms and conditions that would entitle you to terminate the Contract; or

17.3.6 Any other matter for which it would be illegal for the University to exclude or attempt to exclude our liability.

17.4 This clause 17 does not apply if you are contracting as a consumer. Please see clause 16.

18. DEFECTIVE GOODS

18.1 The University confirms that (subject to the other provisions of these terms and conditions) the goods upon delivery will be of satisfactory quality within the meaning of the Sale of Goods Act 1979. Subject to this clause 18.1, the University will not be liable for a breach unless:

18.1.1 You give written notice of the defect to the University, and (if the defect is as a result of damage in transit) to the carrier, within fourteen (14) days after the time when you discover or ought to have discovered the defect; and

18.1.2 The University is given a reasonable opportunity after receiving the notice to examine the goods, and you (if asked to do so by the University) return the goods to the University, at your cost, for the examination to take place there.

18.2 The University will not be liable for any claims that the goods are not of satisfactory quality if:

18.2.1 You make any further use of the goods after giving notice to the University in accordance with 18.1.1; or

18.2.2 The defect arises because you failed to follow the University's instructions as to the storage, installation, commissioning, use or maintenance of the goods or (if there are none) good trade practice; or

18.2.3 You altered or repaired the goods without the consent of the University.

19. TERMINATION

19.1 The University may terminate the Contract with immediate written notice if you fail to pay the price of the goods or services in accordance with these terms and conditions.

19.2 Notwithstanding termination of the Contract for any reason you will continue to be liable for that proportion of the price attributable to those goods and services provided up until the date of termination.

20. VARIATION

20.1 The University has the right to revise and amend these terms and conditions from time to time.

20.2 You will be subject to the terms and conditions in force at the time that you order goods or services from the University, unless any change to the terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if the University notifies you of the change to the terms and conditions before the University sends you the Order Confirmation (in which case the University has the right to assume that you have accepted the change to the terms and conditions, unless you notify the University to the contrary within seven (7) days of receipt by you of the goods or services).

21. WRITTEN COMMUNICATIONS

21.1 Applicable laws require that some of the information or communications the University send to you should be in writing. When using the Site, you accept that communication with the University will be mainly electronic. The University will contact you by e-mail or provide you with information by posting notices on the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that the University provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

22. NOTICES

22.1 All notices given by you to the University must be given to:

Linguistic Profiling for Professionals
School of English
University of Nottingham
Trent Building
University Park
Nottingham
NG7 2RD

or via the email: lipp@nottingham.ac.uk

The University may give notice to you at either the e-mail or postal address you provide to the University when placing an order.

Notice will be deemed received and properly served immediately when posted on the Site, twenty-four (24) hours after an e-mail is sent, or three days after the date of posting of any letter.

In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

23. ASSIGNMENT IF YOU ARE A CONSUMER

23.1 The University may transfer its rights and obligations under these terms and conditions to another organisation, but that will not affect your rights or the University's obligations under the Contract.

23.2 You may only transfer your rights and obligations under the Contract if the University agrees to this in writing.

This Clause 23 does not apply if you are a business. Please see Clause 24.

24. ASSIGNMENT IF YOU ARE A BUSINESS

24.1 The Contract between you and the University is binding on both parties and on their respective successors and assignees.

24.2 You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without the University's prior written consent.

24.3 The University may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of its rights or obligations arising under it, at any time during the term of the Contract.

This Clause 24 does not apply if you are contracting as a consumer. Please see Clause 23.

25. WAIVER

25.1 The failure of either party to exercise or enforce any right conferred on that party by the Contract shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

26. SEVERABILITY

26.1 If and in so far as any part or provision of these conditions is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of the Contract and the remaining provisions of the Contract shall continue in full force and effect.

27. FORCE MAJEURE

27.1 The University reserves the right to defer the date of delivery or to cancel the Contract for all circumstances beyond its reasonable control, including but not limited to any strike, lockout, disorder, fire, explosion, accident or stoppage of or affecting the University's business or work and which prevents or hinders the delivery of the goods or the performance of the services.

28. THIRD PARTY RIGHTS

25.1 A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

29. GOVERNING LAW

29.1 The Contract will be governed by and construed in accordance with English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with the Contract.

For further information please visit www.nottingham.ac.uk/lipp or email LiPP's Business Development Manager, Kay Snowley: lipp@nottingham.ac.uk