Terms and Conditions for Short Courses

Definitions

Any term used in these terms and in bold will have the same meaning as set out on the enrolment form or below.

“us”, “we” or “our” means the University of Westminster

“you” or “your” means the party that has submitted the enrolment form, or the delegate attending the course, as appropriate

“consumer” means an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession

“consumer information” means the consumer information document provided by us to you

“contract” means the contract between us and you for the provision of the course in accordance with these terms and conditions and, where applicable, the consumer information

“course” means the professional or short course booked by you through our website or as agreed in a statement of work

“course content” means the description or the course, or course units, set out on our website or as otherwise agreed with you in a statement of work

“course materials” means any materials, including without limitation lecture material (including online content), summaries, presentations, digital media, hand-outs, and self-assessment, test or exam papers, access cards or badges provided to you by us in advance of or during the course

“duration” means the duration (and where applicable single or multiple term dates) of the course specified on the relevant section of our website or in the applicable statement of work

“equivalent course” means a different occurrence of the same course within the same academic year.

“enrolment form” means our enrolment form for the course on our website made up of an Attendee and Questionnaire form

“fee” means the fee or fees set out for the course on our website

“location” means the location for the course as specified on our website

“website” means that section of our website relating to professional and short courses currently located at https://www.westminster.ac.uk/courses/professional-and-short, as may be updated from time to time by us

Part 1 – Information about us and this contract

1. Information about us and how to contact us

1.1 We are a charity and company limited by guarantee registered in England and Wales. Our company registration number is 00977818 and our registered office is at The University Of Westminster, 309 Regent Street, London, W1B 2UW. Our registered VAT number is GB 213 4314 55.
1.2 If you have any questions or if you have any complaints, please contact us by using the details set out in the email confirming your enrolment onto the course.

1.3 If you wish to contact us in writing, or if any clause in these terms and conditions requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by e-mail, by hand, or by pre-paid post to The University Of Westminster at 309 Regent Street, London, W1B 2UW. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the enrolment form.

2. **Basis of Contract**

2.1 Your enrolment form constitutes an offer by you to attend the course in accordance with these terms and conditions. By submitting the enrolment form you confirm you are over the age of 18 years if you are an individual. If you are younger than 18, please ask a parent or guardian to submit the enrolment form on your behalf.

2.2 Receipt of your enrolment form does not bind us to accept your enrolment. Your enrolment form shall only be deemed to be accepted when we acknowledge receipt of your enrolment form and (where applicable) deposit payment and confirm the booking to you in writing.

2.3 This contract constitutes the entire agreement between us and you. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in this contract.

2.4 Any descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our course content, catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the courses described in them. Save as expressly stated in this contract, they shall not form part of the contract or have any contractual force.

2.5 These terms and conditions apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. **Your consumer rights**

3.1 If you are entering into this contract as a consumer, you confirm that you have received the consumer information.

3.2 The consumer information provides you with additional information and details of your rights as a consumer, including your rights to cancel this contract. These rights will apply to this contract in addition to any rights which you have under these terms and conditions if you are a consumer.

3.3 You have no other rights in addition to those set out in this contract, except that if you are a consumer, nothing in these terms and conditions will affect your statutory rights including your right to cancel this contract.

4. **Cancellation**

4.1 In addition to any rights you may have where you are a consumer, at any time prior to the commencement of the course you may give notice in writing to us that you no longer wish to attend the course subject to paragraph 4.2 below.
4.2 If you give notice to us pursuant to paragraph 4.1 you shall be released from all your obligations under this contract except that if you give notice to us we will be entitled to a cancellation fee, as set out below, and will only be obliged to refund to you the amount (if any) by which the total of the instalments of the fee actually paid by you exceeds the payable cancellation fee:

4.2.1 for cancellations made by you 16 days or more before the course start date, the cancellation fee shall be 20% of the fee; and

4.2.2 for cancellations made by you 15 days or less before the course start date, the cancellation fee shall be 100% of the fee

4.3 The above cancellation provisions will also apply in the event that you are required to obtain a visa in order to attend our course and you fail to do so or are unsuccessful in your visa application.

4.4 Should a course have to be cancelled by us due to very low enrolment or last-minute unforeseen circumstances, you will be contacted promptly, and an alternative course place will be offered to you.

4.5 We cannot be held responsible for any cancellation or any associated losses resulting from Acts of God, Acts of Government, employment or student action outside of our control or any other circumstances beyond our reasonable control necessitating the closure of our location. In the event that any such circumstances result in the cancellation of a course, we shall use reasonable endeavours to give you notice of such cancellation.

4.6 If a course is cancelled under paragraph 4.4 or 4.5 and no suitable alternative can be offered to you, we shall refund any fees paid in advance by you.

5. Postponement or change of details by you

5.1 In addition to any rights you may have where you are a consumer, at any time prior to the commencement of the course you may give notice in writing to us that you wish to:

5.1.1 Where an equivalent course is available at a later date, postpone your place on the course to an equivalent course provided by us at a later date and we will be entitled to charge a re-arrangement fee for your requested postponement of 20% of the fee. The new course dates will not constitute a new contract.

6. Termination where you are a company

6.1 Without prejudice to any other rights or remedies which we may have, where you are a company, we may terminate this contract without liability to you on giving written notice:

6.1.1 for any reason upon not less than 90 days’ notice; or

6.1.2 where you become (or, in our reasonable opinion, are at serious risk of becoming) insolvent or unable to pay your debts as they fall due.

6.2 Termination of this contract, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination.

6.3 Any provision of this contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this contract shall remain in full force and effect.
Part 2 – General

7. Our obligations during the course

7.1 For the duration we will deliver the course and prepare and deliver the course materials with reasonable care and skill, and in all material respects in accordance with the course content.

8. Your rights during the course

8.1 You are authorised to:

8.1.1 enter the location and make use of the communal areas and facilities and the study areas which we designate for your use in connection with the course ("space"); and

8.1.2 use the course materials for the duration for the purposes of the course or as otherwise specified by us,

provided that you have paid the fee, and you comply with any reasonable regulation we make regarding your use of the space and the course materials.

9. Your obligations

9.1 You agree to do the following:

9.1.1 pay the fee and any other sums notified to you in the enrolment form or the course content without deduction, before the course starts;

9.1.2 where applicable, pay a reasonable sum for replacement course material during the course;

9.1.3 where applicable, if you have been offered the opportunity to make payment by instalments over a specified period, it is your obligation to pay all instalments in the amount(s) and by the date(s) agreed.

9.1.4 pay any Value Added Tax (including any tax charged in addition to or in substitution for it) to us in respect of any supply for Value Added Tax purposes of goods or services made pursuant to or in consequence of this contract;

9.1.5 ensure that you meet any language or qualification requirements applicable to the course, as set out in the course content;

9.1.6 ensure that, where applicable, you have the correct immigration status and/or visa in place for the duration and take any action required by you to comply with UK immigration laws;

9.1.7 where you do not reside in the country of the location, ensure that you have appropriate travel and/or medical insurance in place for the duration; and

9.1.8 ensure that you familiarise yourself with the University of Westminster’s policies applicable to the provision of the course, including academic regulations and policies relating to health and safety, freedom of speech, dignity and privacy policy.

9.1.9 where applicable, provide your original passport, visa documents or any other relevant original documents, showing evidence of your entitlement to study and the length of your permission to stay in the UK. We will make and keep copies of these documents, as required by law for all students who require any type of visa to reside and study in the UK.
10. **What happens if you as a delegate do not comply with your obligations?**

10.1 We may terminate this **contract** immediately by serving written or verbal notice and **you** must immediately leave the **location** and remove any possessions from the location but without prejudice to any right or remedy of us in respect of any previous breach of your obligations in this **contract** if:

10.1.1 any **fee** is unpaid by the date it becomes payable;

10.1.2 **you** breach any of the terms of this **contract**.

11. **Course content and materials**

11.1 **We** reserve the right to alter details of any **course content** if this is required to reflect advances in the field, changes in the law or regulatory requirements, and in the event illness or emergency prevent our designated tutor for your **course** from teaching. In circumstances where the designated tutor for your **course** is prevented from teaching, **we** will endeavour to provide an equivalent substitute or, if no such substitute is available, **we** may cancel the **course** and refund the fees **you** have paid in relation to that **course**.

11.2 **You** have no rights to copy (in whole or in part) or disseminate any **course materials** other than for your personal use as part of the **course**.

12. **Data protection**

12.1 By submitting your **enrolment form**, **you** agree that **we** may share this information, including your contact details, with the department or faculty providing the **course**, and the designated tutor(s) for the **course** and that **you** may be contacted by the department, faculty or designated tutor in connection with the **course**. Your personal data will be dealt with in accordance with the privacy policy available here [http://www.westminster.ac.uk/about-us/our-university/corporate-information/information-compliance-and-records-management/data-protection](http://www.westminster.ac.uk/about-us/our-university/corporate-information/information-compliance-and-records-management/data-protection).

13. **Special circumstances**

13.1 If, in our reasonable opinion, **your** presence is an impediment to the provision of any of our services or brings us (and/or the University of Westminster) into disrepute, **we** may exclude **you** from all or part of the **course**. In these circumstances **we** will return any **fee** already paid by **you** for that **course**, but there will be no further liability for **us**.

13.2 **We** may restrict access to the location to people with acceptable means of identification and you shall ensure that you comply with such restriction. **We** may request that **you** have photo identification with **you** (such as a passport or national identity card).

14. **Accreditation of the course**

14.1 Unless expressly stated in the **course content**, the **course** is not formally accredited, whether by the University of Westminster or otherwise, and may not be used (in whole or in part) to satisfy the requirements for the award of any degree or diploma by the University of Westminster.

14.2 Where a **course** is stated to be accredited by a third party provider in the **course content**, the third party provider’s terms and conditions will apply and **our** obligations will be limited to providing the **course**. **We** will have no influence over their accreditation process, are not responsible for
providing the accreditation and we do not accept any responsibility for any services relating to the course that is not expressly mentioned as being provided by us in the course content.

15. Our liability to you

15.1 We do not exclude or limit in any way our liability for:

15.1.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or

15.1.2 fraud or fraudulent misrepresentation.

15.2 In the event that we breach these terms and conditions, we shall only be liable for losses that are caused directly by our breach and that are a reasonably foreseeable consequence of such breach. We shall in no way be liable whether in contract, tort (including negligence) or for breach of statutory duty, or any other way for any other types of losses (except in the circumstances listed in clause 13.1).

15.3 Subject to clause 13.1, where we are liable to you our maximum liability to you whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the fee paid or payable for your course.

15.4 We cannot guarantee any specific results or outcomes of the course or any assessment related to the course.

15.5 The conditions, warranties and terms set out in this contract are the only ones which will apply to the relationship between us and you. Any conditions, warranties or other terms not set out in this contract which might otherwise apply (due to statute or common law) are excluded from this contract so far as we are permitted to do so by law.

16. Miscellaneous

16.1 Except as set out above, we and you agree that no person who is not a party to this contract is to have the benefit of or be capable of enforcing any term of this contract as a result of the Contracts (Rights of Third Parties) Act 1999.

16.2 If any court or competent authority finds that any provision of this contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this contract shall not be affected.

16.3 This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and you irrevocably submit to the non-exclusive jurisdiction of the English courts. If you are a consumer based outside of England, you may also bring legal proceedings in your local courts.

16.4 A reference to writing or written includes e-mail.
PAYMENT AND DELIVERY TERMS

1. **About these Payment and Delivery Terms**

1.1 These Payment and Delivery Terms apply whenever you purchase goods, services, or digital content (“Products”) from our site. They should be read together with the Consumer Information Document which may be found [here](#) and the terms and conditions for the goods and/or services you are purchasing, a link to which will be provided to you prior to your purchase.

2. **How to pay**

2.1 You may only pay for Products using a debit card or credit card. We accept the following cards: Visa, MasterCard and International Maestro.

2.2 By clicking [“pay now”] you agree to pay for the Products (including any delivery or other charges specified in the order confirmation notice provided to you immediately before you place your order (the “Order Confirmation Notice”) in accordance with these Payment and Delivery Terms.

2.3 Unless otherwise specified, payment is in advance. We will charge your debit card or credit card once we have dispatched your order.

2.4 We may, at our discretion, allow you to pay in arrears, following receipt of an invoice from us. Any such invoice must be paid in full within [30] days of the date of the invoice. Without limiting any of our other legal rights, if you fail to pay the invoice by the due date you must immediately cease to use any Products provided under the order to which the invoice relates and we may refuse to provide you with any Products under that order which we have not yet provided.

3. **What will the Products cost?**

3.1 The prices of the Products will be as quoted on the site from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system.

3.2 Any changes to the price of any Products will not affect any order which has been confirmed by us.

3.3 The price of all Products includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the relevant Products in full before the change in VAT takes effect.

3.4 Unless otherwise stated, the price of the Products is exclusive of any delivery or other charges.

3.5 Please note it is always possible that, despite our reasonable efforts, some of the Products on the Site may be incorrectly priced. If we discover an error in the price of the Products you have ordered, we will inform you of this error and give you the option of continuing to purchase the relevant Products at the correct price or cancelling your order. We will not process your order until we have your instructions on this. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the relevant Products to you at the incorrect (lower) price.
4. **Delivery**

4.1 Any goods purchased from the site will be delivered within [30 days] of the date on which the order is placed.