

## 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.	
<b>“us”, “we” or “our”</b> means the University of Westminster	<b>“you” or “your”</b> means the party that has submitted the enrolment form, or the delegate attending the course, as appropriate
<b>“consumer”</b> means an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession	
<b>“consumer information”</b> means the consumer information document provided by <b>us</b> to <b>you</b>	
<b>“contract”</b> means the <b>contract</b> between <b>us</b> and <b>you</b> for the provision of the <b>course</b> in accordance with these terms and conditions and, where applicable, the <b>consumer information</b>	
<b>“course”</b> means the professional or short <b>course</b> booked by <b>you</b> through <b>our website</b> or as agreed in a <b>statement of work</b>	
<b>“course content”</b> means the description or the <b>course</b> , or <b>course</b> units, set out on <b>our website</b> or as otherwise agreed with <b>you</b> in a <b>statement of work</b>	
<b>“course materials”</b> 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 <b>you</b> by <b>us</b> in advance of or during the <b>course</b>	
<b>“duration”</b> means the <b>duration</b> (and where applicable single or multiple term dates) of the <b>course</b> specified on the relevant section of <b>our website</b> or in the applicable <b>statement of work</b>	
<b>“equivalent course”</b> means a different occurrence of the same course within the same academic year.	
<b>“enrolment form”</b> means our enrolment form for the <b>course</b> on <b>our website</b> made up of an Attendee and Questionnaire form	
<b>“fee”</b> means the <b>fee</b> or <b>fees</b> set out for the <b>course</b> on <b>our website</b>	
<b>“location”</b> means the <b>location</b> for the <b>course</b> as specified on <b>our website</b>	
<b>“website”</b> means that section of <b>our website</b> relating to professional and short courses currently located at <a href="https://www.westminster.ac.uk/courses/professional-and-short">https://www.westminster.ac.uk/courses/professional-and-short</a> , as may be updated from time to time by <b>us</b>	

### 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>.

## **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.