

## UNIVERSITY OF WESTMINSTER STANDARD TERMS AND CONDITIONS FOR SHORT COURSES (B2B AND CONSUMERS)

These terms and conditions apply to all customers who purchase short courses from the University of Westminster, whether as business clients or individual consumers.

You are a business customer if you are purchasing a course in connection with your trade, business, craft or profession. This includes purchases made on behalf of others within your organisation, such as employees, contractors, or colleagues, where the course is intended for use in a professional or work-related context.

You are a consumer if you are an individual purchasing a course wholly or mainly for personal use, and not in connection with any trade, business, craft or profession.

Where specific terms apply only to business customers or only to consumers, this will be clearly stated within the relevant clause.

### CONTENTS

---

#### CLAUSE

1.	ABOUT US .....	2
2.	OUR CONTRACT WITH YOU .....	2
3.	PLACING AN ORDER AND ITS ACCEPTANCE .....	3
4.	CANCELLING YOUR ORDER AND OBTAINING A REFUND.....	3
5.	COURSE CONTENT AND DELIVERY .....	5
6.	YOUR OBLIGATIONS.....	6
7.	CHARGES .....	7
8.	HOW TO PAY .....	7
9.	PRODUCTS (WHERE APPLICABLE) .....	8
10.	COMPLAINTS .....	8
11.	INTELLECTUAL PROPERTY RIGHTS.....	8
12.	HOW WE MAY USE YOUR PERSONAL INFORMATION .....	9
13.	LIMITATION OF LIABILITY: .....	10
14.	CONFIDENTIALITY .....	10

15.	TERMINATION AND SURVIVAL.....	11
16.	GENERAL .....	11

## AGREED TERMS

### 1. ABOUT US

1.1 **Company details.** University of Westminster (Registration number: 977818) (**we** and **us**) is a company registered in England and Wales and our registered office is at 309 Regent Street London W1B 2UW. We operate the website <https://www.westminster.ac.uk/study/short-courses>.

**Contacting us.** To contact us, email us at [shortcourses@westminster.ac.uk](mailto:shortcourses@westminster.ac.uk).

### 2. OUR CONTRACT WITH YOU

2.1 **Our contract.** These terms and conditions (**Contract**) apply to the order by you and supply of short courses (the Course, or Courses) by us to you (**you, your** or the **Customer**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 **Authority to bind the Customer.** By placing your order in accordance with clause 3 below, you warrant that you have the power and authority to enter the Customer organisation into the Contract and be bound by its terms. You are responsible for ensuring that all Customer users comply with the conditions of this Contract.

2.3 **These terms may have changed since you last reviewed them.** We may change these terms from time to time. The latest version of these terms will be published on our website. Please note, if your order form is accepted, you will be bound by the version of these terms that was available/current at the time you submitted your order form for the Course.

2.4 **Special Conditions.** You may be required to agree to additional terms and conditions (**Special Conditions**) associated with your particular Course. You will be directed towards any Special Conditions after booking the Course. Any Special Conditions for the Course shall be supplemental to and form part of this Contract.

2.5 **Online Platform.** In the event your Course is delivered via an online platform, you may be required to agree to an End User Licence Agreement for the use of the online platform and any necessary use of your personal data to facilitate account set-up (where required). The website booking page will provide a link to any EULA (where applicable) for your review prior to submitting your order form to us. It is your responsibility to ensure you can accept any EULA before you submit your order form to us.

2.6 **Entire agreement.** The Contract (which includes any Special Conditions) is the entire agreement between you and us in relation to its subject matter. You acknowledge that you

have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

### **3. PLACING AN ORDER AND ITS ACCEPTANCE**

- 3.1 **Placing your order.** All orders are to be placed via [AccessplanIT](#) (the e-store). Please follow the onscreen prompts to place your order. You may only submit an order using the method set out on the site. Each order is an offer by you to buy the Course specified in the order subject to this Contract.
- 3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 **Course Level.** You are responsible for ensuring that the level of Course you purchase and on which you (and all Customer users) enrol (or any part of it) is appropriate.
- 3.4 **Acknowledging receipt of your order.** After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.5.
- 3.5 **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to the Course confirmed in the Order Confirmation.
- 3.6 **Course Start Date.** The date on which your Course starts (Course Start Date) is the date you receive the joining instructions from us.
- 3.7 **If we cannot accept your order.** If we are unable to supply you with the Course for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Course, we will refund you the full amount.

### **4. CANCELLING YOUR ORDER AND OBTAINING A REFUND**

- 4.1 You may cancel the Contract and receive a refund, if you notify us as set out in clause 4.2 within 14 days of your receipt of the Order Confirmation. You cannot cancel the Contract once the Course has started, even if the 14-day period is still running.
- 4.2 To cancel the Contract in accordance with clause 4.1 above, you must log in to the e-store to request the cancellation. We will email you to confirm we have received your cancellation notice.
- 4.3 If you cancel the Contract, we will refund you in full for the price you paid for the Course, by the method you used for payment. We may deduct from any refund an amount for the supply of the Course provided for the period up to the time when you gave notice of cancellation in accordance with clause 4.2.

The below table is a summary only and should be read alongside clauses 4.1–4.3, which prevail in the event of any inconsistency.

<b>When are you cancelling?</b>	<b>Can you cancel?</b>	<b>What refund will you receive?</b>	<b>What you need to do</b>
Within 14 days of receiving your Order Confirmation and before the course starts	Yes	Full refund of the course fee	Log in to the e-store and submit a cancellation request
Within 14 days of receiving your Order Confirmation but the course has already started	No	No refund. If cancellation is requested within the 14-day period after teaching has begun, we may deduct an amount for the proportion already delivered	Cancellation not permitted once the course has started
More than 14 days after receiving your Order Confirmation (and before the course starts)	No	No refund	Cancellation not permitted outside the 14-day statutory period
After the course has started (at any time)	No	No refund	Cancellation not permitted once the course has started

4.4 **Non-attendance.** Failure to attend the Course (in whole or in part) will not entitle you to a refund, credit or transfer unless otherwise agreed by us in writing. Non-attendance does not constitute cancellation.

4.5 **Delegate Substitution (Business Customers Only).** If you are a business customer, you may substitute a delegate at any time prior to the Course Start Date, provided that:

(a) you notify us in writing no later than five working days before the Course Start Date (or such other deadline as we may specify for the relevant Course);

(b) the substitute delegate meets any stated eligibility requirements for the Course; and

(c) the substitution does not materially increase our costs or administrative burden, and you agree to pay any additional costs incurred by us as a result of the substitution, including (without limitation) any third-party charges or administrative fees.

We reserve the right to refuse a substitution where the substitute delegate does not meet the Course requirements.

4.6 **Postponement or Transfer**

In addition to any statutory cancellation rights, you may request in writing to postpone your place on a Course to a later equivalent date, subject to availability.

Approval of a postponement is at our discretion.

If we agree:

(a) we may charge an administrative fee equal to 20% of the Course fee;  
(b) you must pay any additional cost if the later Course is advertised at a higher fee; and  
(c) the postponement will not create a new Contract or give rise to any new cancellation rights.

We may refuse postponement requests made fewer than five working days before the Course Start Date.

A postponed place must be used within 6 months of the original Course Start Date unless otherwise agreed in writing. If it is not used within that period, all fees paid will be forfeited.

## **5. COURSE CONTENT AND DELIVERY**

5.1 **Descriptions and illustrations.** We take reasonable efforts to ensure that descriptions of our courses in our catalogues, brochures and advertising materials are up to date but any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the content (**Course Content**) described in them. They will not form part of the Contract or have any contractual force.

5.2 **Changes to Course Content.** We reserve the right to amend any details of or materials for the Course and the Course Content to reflect changes in relevant laws and regulatory requirements; ensure the Course Content remains up to date; if required by any applicable statutory or regulatory requirement; or if the amendment will not materially affect the nature or quality of the Course.

5.3 **Course Accreditation.** Unless expressly stated in the Course Content (for example in relation to students who have enrolled on credit bearing modules and opt to undertake assessment and receive credits to be attributed to a full masters course or post graduate diploma), the Courses are not formally accredited, whether by us 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 us. Our non-credit-bearing short courses may, however, be endorsed by external professional bodies or aligned with recognised industry standards. Where a Course includes such an endorsement or leads to a professional accreditation, this will be clearly stated in the Course Content and accompanying materials.

5.4 **No warranty.** We warrant to you that the Course will be provided using reasonable care and skill, but our Course Content is provided for guidance only. We do not warrant that the Course Content is fit for purpose for the Customer or any individual Customer user, and you warrant and accept that you, the Customer are responsible for any actions taken by the Customer (and its users) in reliance of the information provided during the Course.

- 5.5 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to deliver the Course by such dates will not give you the right to terminate the Contract. In circumstances where the designated tutor for your Course (where applicable) is prevented from teaching, we will endeavour to provide an equivalent substitute or, if no such substitute is available, we may withdraw the Course and refund the fees you have paid in accordance with clause 5.8 below.
- 5.6 **Suspending the Course.** We can suspend the supply of a Course in order to: deal with technical problems or make minor technical changes; or make changes to the Course (see clause 5.2 above).
- 5.7 **If we suspend the delivery of Courses.** We will contact you in advance to tell you if we need to suspend the delivery of the Courses, unless the problem is urgent or an emergency. If we suspend delivery, or tell you we're going to suspend delivery, for more than 30 days you can contact our customer service team (using the '*Contacting us*' details in clause 1.1 above) to end the Contract and we'll refund any sums you've paid in advance for the Course or any part of the Course you won't receive (including any delivery costs and applicable VAT).
- 5.8 **Course withdrawal.** We reserve the right to withdraw a Course for any reason. If we withdraw a Course after you have received your Order Confirmation, we will let you know as soon as possible prior to the start of the Course. The Contract with you in relation to the withdrawn Course will end from the date on which we notify you that we have withdrawn the Course. We will refund any sums you've paid in advance for the Course which won't be provided (including any delivery costs and applicable VAT). We will refund you using the method you used for payment as soon as possible and in any event within 30 days of telling you the Course has been withdrawn.

## 6. YOUR OBLIGATIONS

- 6.1 It is your responsibility to ensure that:
- (a) the terms of your order are complete and accurate;
  - (b) you provide us with such information we may reasonably require in order to deliver the Course and ensure that such information is complete and accurate in all material respects;
  - (c) you obtain and maintain all necessary licences (including software & hardware licences), permissions and consents which may be required for the Course to be delivered to you before the date on which the Course is due to start;
  - (d) where applicable, you keep all of our materials, equipment, documents and other property (**Our Materials**) at your premises in safe custody at your own risk, maintain

Our Materials in good condition and not dispose of or use Our Materials other than in accordance with our written instructions or authorisation;

6.2 If our ability to deliver the Course is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 (**Your Default**):

- (a) we will be entitled to suspend delivery of the Course until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays delivery of the Course. In certain circumstances Your Default may entitle us to terminate the Contract under clause 15 (Termination);
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## **7. CHARGES**

7.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 7.

7.2 The Charges are the prices quoted on our site at the time you submit your order.

7.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.

7.4 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see clause 7.7 for what happens if we discover an error in the price of the Services you ordered.

7.5 Our Charges may change from time to time, but changes will not affect any order you have already placed.

7.6 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

7.7 It is always possible that, despite our reasonable efforts, some of the Services on our site may be incorrectly priced. If the correct price for the Services is different to the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions.

## **8. HOW TO PAY**

8.1 Payment for the Services is in advance via our e-store.

8.2 You can pay via debit or credit card or via purchase order if you are a business customer and request an invoice when you are placing your order on the e-store.

## 9. PRODUCTS (WHERE APPLICABLE)

9.1 **Supply of Products** From time to time, we may supply physical or digital products in connection with a Course, including (but not limited to) course materials, textbooks, workbooks, merchandise, software licences or access credentials (Products).

9.2 **Description** Any description of Products on our website or in Course Content is provided for illustrative purposes only. We will take reasonable care to ensure Products match their description, but minor variations may occur.

9.3 **Delivery** Where Products are to be delivered physically, we will arrange delivery to the address provided by you during the order process. Delivery dates are estimates only. We are not responsible for delays outside our reasonable control.

9.4 **Risk and Title** Risk in physical Products passes to you on delivery. Title to physical Products passes to you once we have received payment in full for the relevant Product.

9.5 **Digital Products** Where Products are supplied digitally, access will be provided via email or through the online platform. You are responsible for ensuring you have compatible systems and software.

9.6 **Returns and Refunds (Consumers)** If you are a consumer, you may have statutory rights in relation to faulty or misdescribed Products. Nothing in this Contract affects those rights.

9.7 **Returns and Refunds (Business Customers)** If you are a business customer, Products may only be returned if they are defective and you notify us within 7 days of delivery. We will, at our option, replace the Product or refund the price paid.

9.8 **Intellectual Property.** All intellectual property rights in Products remain owned by us or our licensors. Products are supplied for your personal or internal business use only and may not be copied, distributed or commercially exploited without our prior written consent.

## 10. COMPLAINTS

If a problem arises or you are dissatisfied with the Services, we have a comprehensive [Complaints Procedure](#)

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us.

11.2 We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the deliverables specified in your order (excluding materials provided you) for the purpose of receiving and using the Services and such deliverables in

your business. You may not sub-license, assign or otherwise transfer the rights granted in this clause 11.2.

- 11.3 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

## **12. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 12.1 We will use any personal information you provide to us to:

- (a) provide the Services;
- (b) process your payment for the Services; and
- (c) inform you about similar [products or] services that we provide, but you may stop receiving these at any time by contacting us.

- 12.2 We will process your personal information in accordance with our [Privacy Policy](#), the terms of which are incorporated into this Contract.

### **12.3 Data transfers and sharing**

Where group training is purchased on behalf of the learner course progression information may be shared with the purchasing organisation. This will include (but is not limited to) the date you started your course, details of the modules due to be completed/completed, information about your progression such as overall completion rates and attendance/engagement records, course completion and details of any certifications achieved.

Some short course applications, where the application to attend are sponsored and managed by a partner organisation, will allow representatives of the partner organisation to see, update and edit your personal data. This only applies to specific third-party organisations and you should be aware when this facility affects you. We will also share course progression information stated above with partner organisations.

If you choose to declare a health or disability issue as part of your short course application, you will be asked to share that information with our Disabilities Team.

Other than where stated above, none of your personal information is shared by the University with any other third-party organisation other than when allowed by UK law.

Where services involve a third party processing your information, such services will be covered by a contract, and details of the services and the legal mechanism for any data transfers outside the EU and EEA can be requested.

**13. LIMITATION OF LIABILITY:**

- 13.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 13.2 Subject to clause 13.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of use or corruption of software, data or information;
  - (f) loss of or damage to goodwill; and
  - (g) any indirect or consequential loss.
- 13.3 Subject to clause 13.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 100% of the total Charges paid under the Contract.
- 13.4 Nothing in this Contract limits or affects the exclusions and limitations set out in our [Website Terms of Use](#)
- 13.5 This clause 13 will survive termination of the Contract.

**14. CONFIDENTIALITY**

- 14.1 We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 14.2.
- 14.2 We each may disclose the other's confidential information:
- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 14; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

## 15. TERMINATION AND SURVIVAL

15.1 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract;
- (b) you fail to pay any amount due under the Contract on the due date for payment;

15.2 **Survival.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## 16. GENERAL

### 16.1 Assignment and transfer

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

16.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

16.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

16.4 **Severance.** Each paragraph of this Contract operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16.5 **Third party rights.** The Contract is between you and us. No other entity or person has any rights to enforce any of its terms.

16.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

16.7 **Force Majeure:** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an event outside our reasonable control. Such events include (without limitation) industrial action, failure of telecommunications or internet service providers, power failure, acts of God, pandemic,

epidemic, government restrictions, fire, flood, or venue closure. If such an event occurs, we will contact you as soon as reasonably possible to notify you and our obligations will be suspended for the duration of the event. Where the event continues for more than 60 days, either party may terminate the Contract on written notice and we will refund any sums paid in advance for services not provided.