

### Key Facts

#### 1. INTRODUCTION

- 1.1 These Terms and Conditions ("**Terms**", "**Terms and Conditions**") are important. Please read them carefully before applying and enrolling on a non-credit bearing course with Falmouth University. These Terms establish the basis of the agreement between the University and you with information on the rights, roles and responsibilities of both parties.
- 1.2 You must indicate your acceptance of these Terms and Conditions as part, and as a condition, of your Booking. Failure to abide by these Terms may result in the termination of your enrolment.
- 1.3 Where you are under 18 years of age at the start of or during a Course, additional provisions apply as set out in clause 17 of these Terms. In such circumstances, references to "you" include your Parent, Guardian or Carer, who accept joint and several responsibility for compliance with these Terms.
- 1.4 Examples provided within these Terms and Conditions are provided for illustration purposes only and are not exhaustive in their scope.

#### 2. DEFINITIONS

**we/us/our/the University** means Falmouth University.

**you/your** means the enrolled student or applicant. Where a Course is booked by a Third Party Sponsor, references in these Terms to "you" and "your" shall, unless the context otherwise requires, be construed as references to the Third Party Sponsor.

**Booking** means your booking onto a Course, by making full payment of the applicable tuition fees (if applicable) and any Sales Tax, or by payment of the applicable Deposit (where specified in the Course Information), and submitting any required information to the University.

**Course Acceptance** means the written confirmation issued by the University confirming your place on the Course.

**Confirmation** means the written confirmation issued by the University confirming receipt of your Booking, including confirmation of receipt of payment (if applicable).

**Code of Conduct** means the Short Course Code of Conduct for Student Discipline, as set out in Appendix 2.

**Deposit** means a payment required for certain Courses, as specified in the Course Information, to secure your place on the Course. The Deposit forms part of, and will be offset, against the total tuition fees payable for the Course.

**Articles and Instrument of Government** means the University's constitutional governance document which can be found [here](#).

**Third Party Sponsor** means an employer, organisation or other entity that submits a Booking and makes payment for a Course on behalf of a learner for a Course.

**Course** means the non-credit-bearing short course for which you have made a Booking.

**Course Information** means the information relating to your Course as published on the University's website [here](#) for your relevant Course as at the date you receive your Confirmation.

**Enrolment (Enrol)** means the process, following receipt of Confirmation, by which you complete and return the enrolment form provided to you by the University.

**Parent, Guardian or Carer** means a person with parental responsibility or legal care for a learner under the age of 18.

**Regulations, Policies and Procedures** means the University's regulations, policies and procedures, which can be found [here](#).

**Sales Tax** means any goods and services tax, value added tax (VAT) or equivalent sales tax, chargeable in respect of the supply of the Course where such supply is made on a business-to-business basis to a Third Party Sponsor.

**Sanctions Authorities** means (i) the United Nations, (ii) the United States government, (iii) the European Union or its Member States, (iv) the United Kingdom, and (v) the respective governmental institutions and agencies of any of the foregoing, including without limitation, the Office of Foreign Assets Controls of the US Department of the Treasury, United States Department of State, and His Majesty's Treasury, and "**Sanctions Authority**" shall mean any one of the foregoing individually.

**Sanctions Regime** means sanctions (including but not limited to a sanctions programme relating to economic sanctions, trade sanctions, export controls, embargoes or international boycotts) of any type administered, enacted or enforced by any Sanctions Authority.

**Specific Funding Rules** means the rules applicable to any funded Course set by a designated funding body.

**Structured Learning Activities** means learning activities provided to you as part of your Course. The nature and format of Structured Learning Activities will vary depending on the types of Course, as described in clause 3, and may include face-to-face, online synchronous, online asynchronous or blended learning activities. Where a Course is tutor-led, all learning activities guided by a member of staff form part of our timetabled teaching and learning commitment to you.

### 3. **FALMOUTH SHORT COURSES**

3.1 We offer seven main types of Courses to which these Terms are applicable. Each Course will have specific details available in the Course Information. In summary the main types of Courses are as follows:

3.1.1 Funded Short Courses: Courses delivered as part of a funded programme by a government body, local authority or other funding provider.

3.1.2 Hybrid Short Courses: Paid Courses delivered partly online and partly on campus. These Courses are typically tutor led, including face-to-face components and are delivered on scheduled dates.

3.1.3 Specialist Courses: Paid Courses delivered to restricted cohorts, such as specific businesses or organisations requesting bespoke training. These Courses may be delivered face-to-face, online or in a blended format.

3.1.4 On Campus Short Courses: Courses delivered face-to-face at one of the University's campuses or at another specified location on identified dates. These Courses may include synchronous and asynchronous learning.

3.1.5 Open Online Short Courses: Usually free of charge, fully online courses open to anyone, available at any time and typically self-paced with asynchronous learning and no tutor support.

3.1.6 Online Self-Led Short Courses: Paid, fully online courses available at any time and delivered on a self-paced, asynchronous basis.

3.1.7 Online Tutor-Led Short Courses: Paid, fully online with scheduled registration and learning dates and tutor support.

#### 4. **YOUR RIGHT TO CANCEL OR WITHDRAW**

- 4.1 You have the right to cancel at any time from the date the Contract is formed (being the date you receive your Confirmation), up to and including fourteen (14) days from that date, without giving any reason (the “**Cancellation Period**”). Subject to clause 4.2, if you cancel the Contract within the Cancellation Period, you will have no further obligations, and you will be given a full refund of any tuition fees paid (including any Deposit) and any applicable Sales Tax paid. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement (except for any exchange rate differences). Where the Contract is entered into by a Third Party Sponsor acting in the course of its business, the statutory right of cancellation under this clause 4.1 shall not apply and any withdrawal and refund shall be in accordance with clause 4.3.
- 4.2 Where your Course commences within the Cancellation Period you agree for services to commence. Should you cancel your Contract during such period, we will provide a pro-rata refund of the tuition fees (including any Deposit paid) and any applicable Sales Tax based on the proportion of the Course delivered up to the date you notify us that you are cancelling. Any refund will be processed in accordance with clause 4.1. For the avoidance of doubt, if you have completed the Course in full prior to exercising your right to cancel, no refund shall be due to you.
- 4.3 If you withdraw from your Course after the Cancellation Period, the University reserves the right not to issue a refund of tuition fees (including any Deposit paid) or any applicable Sales Tax. The University will consider whether to issue a full or partial refund taking into account the circumstances of the withdrawal, including the impact on Course viability. In making such decision, the University will act reasonably. For the avoidance of doubt, if you have completed the Course in full, no refund shall be payable in any circumstances.
- 4.4 To exercise the right to cancel you must inform us of your decision to cancel the Contract by a clear statement (for example in a letter sent by post, or via email). You can do this by:
- 4.4.1 emailing [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk); or
- 4.4.2 using the Cancellation Form (available in Appendix 1 of these Terms) but note you do not have to use the form.

#### 5. **WHICH DOCUMENTS FORM THE STUDENT CONTRACT?**

- 5.1 By making a Booking and making payment for a place on a Course in accordance with clause 6.1.4, you acknowledge and accept these Terms and Conditions in full, which along with the following documents:
- 5.1.1 your Course Information; and
- 5.1.2 the Regulations, Policies and Procedures; and
- 5.1.3 the Confirmation,
- form the contract between you and the University (the “**Contract**”).
- 5.2 Where a Course is booked by a Third Party Sponsor, the Third Party Sponsor shall be the contracting party upon receipt of Confirmation and shall be responsible for payment of all tuition fees and any applicable Sales Tax. Certain obligations under these Terms must, however, be performed by the individual learners attending the Course and the Third Party Sponsor shall ensure that the learner complies with these Terms insofar as they are applicable to the learners. If the learner does not comply with the applicable obligations under these terms the University shall be entitled to terminate the Contract in accordance with clause 14 and no refund of any tuition fees or any Sales Tax paid shall be made.
- 5.3 The University Quick Guide to our Regulations, Policies and Procedures provides you with an outline of the key policies and procedures you should be aware of, available here:

[Quick Guide to our Regulations, Policies and Procedures for students studying a Falmouth award delivered by Falmouth University](#)

## 6. BOOKING AND ADMISSION

### 6.1 Booking

- 6.1.1 Where the Course has entry requirements, these will be specified in the Course Information. By submitting your Booking, you are confirming that you meet any such requirements. The University may require evidence of qualifications or other eligibility criteria to be submitted via the enrolment form, to secure your place on your Course. If following review, you are found not to meet the entry requirements for the Course, the University shall be entitled to withdraw you from the Course and will issue a refund of any tuition fees and Sales Tax paid.
- 6.1.2 Where a tuition fee is payable, when making your Booking for a Course, you must either:
- i make full payment of the applicable tuition fees and any Sales Tax at the time of booking;
  - ii where specified in the Course Information, pay the applicable Deposit at the time of booking, with the balance of tuition fees and any applicable Sales Tax to be paid by the date specified in the Course Information; or
  - iii in the case of Third Party Sponsors who have agreed to pay your tuition fees and any applicable Sales Tax, please see clause 6.8 for further information.
- 6.1.3 Further details of the tuition fees, and how to make payment are set out in clause 6.9.
- 6.1.4 On receipt of your Booking and payment of your tuition fees (if applicable), the University will send you a Confirmation including an enrolment form via email, to the email address provided in your Booking. If the University accepts your Booking for a place on the Course, you will be sent a Course Acceptance. The Contract, as defined in clause 5.1, is formed on receipt of the Confirmation.
- 6.1.5 If, however, we are unable to accept your Booking we will inform you in writing and will refund you in full any tuition fees and any Sales Tax paid to date.
- 6.1.6 It is important that you provide accurate information in your Booking. If it is later found that your Booking includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw you from the Course.
- 6.1.7 Where a Course is booked by a Third Party Sponsor, the Third Party Sponsor shall provide or shall ensure that each learner provides such information as the University may reasonably require (including, without limitation, details of any learning support needs, disabilities, health conditions, dietary requirements and emergency contact information) to enable the University to deliver the Course safely and effectively.

### 6.2 Enrolment

- 6.2.1 To begin study on your Course, you must:-
- i have paid all amounts that are due on Booking (as outlined in the Course Information);
  - ii have completed the enrolment form provided with the Confirmation;
  - iii where payment of tuition fees and any applicable Sales Tax is to be made via invoice by a Third Party Sponsor, have paid all such amounts that are due (as outlined in the Course Information) in accordance with the payment terms; and
  - iv have provided any identity documents or other evidence if requested by the University in the Confirmation (for example, where required under any Specific Funding Rules).
- 6.2.2 We may refuse to enrol you on a Course, or withdraw your enrolment, without liability to you for the following reasons (without limitation):

- i if we discover that your Booking contains material inaccuracies or fraudulent information or if you are found to have omitted key information from your Booking;
- ii you are found to have a criminal conviction, caution, or pending criminal proceedings (including custodial sentencing) which, in the University's reasonable opinion, renders you unsuitable for the Course or poses a risk to the University community;
- iii if we reasonably consider that you are not fit to study or that commencing your studies would present a risk to your health, safety or wellbeing (for example, where we consider it appropriate to defer your place);
- iv if we reasonably consider your enrolment would present a risk to the safety or wellbeing of the wider student community; and/or
- v if you apply for an online Course and you are unable to access the online learning platform or Course from your country of residence due to legal, regulatory or technical restrictions and/or the delivery of the Course would expose the University or any of its partners to any risk of contravening, or exposure to the risk of penalty, prohibition or restriction under any Sanctions Regime.

6.3 If the University refuses to enrol you or withdraws your enrolment pursuant to clauses 6.1.6 or 6.2.2, the University will not refund you any tuition fees or any Sales Tax paid.

6.3.1 Students who have queries regarding the admissions process should contact the Academy For Continuing Education by emailing [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk). These Terms continue to apply for as long as you remain enrolled on your Course unless terminated earlier as permitted within these Terms and Conditions.

#### 6.4 Online Courses

6.4.1 Prior to the start date of your Course, you will be granted access to the learner area of the virtual learning environment (the "VLE") for the duration of your Course, unless otherwise notified.

6.4.2 Online Courses must be completed within the period specified to you in the Course Information or in any event within twelve months of commencement. Access to learning materials will cease after this period unless stated otherwise at enrolment.

6.4.3 You may only use the content of the VLE for your own personal learning and are not allowed to adapt it or distribute any of it to anybody else.

6.4.4 You agree to:

- i provide suitable computing equipment, including appropriate hardware, software and internet bandwidth; and
- ii ensure all equipment and materials specified in the Course materials are available.

#### 6.5 Changes to Regulations, Policies and Procedures

6.5.1 We may make changes to the University's Articles and Instrument of Government, and Regulations, Policies and Procedures which we reasonably consider necessary and of benefit to our students (for example, in the light of changes in the law, the requirements of regulators or to incorporate sector guidance and best practice). All students will be informed of changes affecting them via email or on our website and the University will take all reasonable steps to minimise disruption to students wherever reasonably possible. The updated Regulations, Policies and Procedures will be made available on our website and may be publicised by other means so that students are made aware of any changes.

### TUITION FEES, PAYMENT AND DEBT

#### 6.6 Amount of tuition fees

- 6.6.1 The tuition fee applicable to your Course (if any) and any Sales Tax will be set out in the Course Information.
- 6.6.2 Where tuition fees are payable, by making your Booking, you are agreeing to pay the tuition fees and any applicable Sales Tax in full at the time of your Booking, unless otherwise agreed in writing.
- 6.6.3 Where tuition fees are payable in whole or in part by Third Party Sponsors, by submitting your Booking, the Third Party Sponsor is agreeing to pay the tuition fees and any applicable Sales Tax on your behalf in full at the time of your Booking or at a later date via invoice, unless otherwise agreed in writing. Where the Third Party Sponsor is paying only part of the tuition fees, you are responsible for paying the balance in accordance with these Terms and Conditions. Save where a Deposit is payable in accordance with the Course Information, it is not possible to pay your tuition fees in instalments. Further details regarding payment by Third Party Sponsors are set out in clause 6.8 below.
- 6.6.4 Unless stated otherwise, the Course fees do not include any charges for residential accommodation, extensions to the designated period of study, travelling expenses or other miscellaneous expenses which may be related to your Course.

## 6.7 Deposits

- 6.7.1 Where a Deposit is required for a Course, the amount of Deposit and the date by which the balance of tuition fees must be paid will be specified in the Course Information. The University will provide a link for the payment of the remaining tuition fees, to the email provided in your Booking, at least 30 days prior to the date it is due. The Deposit will be offset against the total tuition fees payable for the Course.
- 6.7.2 If the University cancels the Course in accordance with clause 7.4, any Deposit paid will be refunded in full together with any other tuition fees and Sales Tax paid.
- 6.7.3 Subject to clause 7.5.1, the Deposit is non-refundable where you withdraw from the Course after the Cancellation Period.
- 6.7.4 If you fail to pay the balance of tuition fees by the date specified in the Course Information, the University reserves the right to cancel your place on the Course and terminate the Contract. In such circumstances, the Deposit shall not be refunded.

## 6.8 Sponsored students

- 6.8.1 Payment of tuition fees and any applicable Sales Tax by a Third Party Sponsor, including an employer or organisation, whether in whole or in part, may be accepted by prior written agreement. You must notify us in the relevant section when submitting your Booking, specifying the proportion of tuition fees to be paid by the Third Party Sponsor. Where a Third Party Sponsor agrees to pay only part of the tuition fees, you shall be responsible for payment of the balance in accordance with these Terms and Conditions.
- 6.8.2 The invoice for the sponsored portion of the Course fees will be sent directly to the Third Party Sponsor. Payment of the invoice is due 28 days from the invoice date, unless otherwise agreed. Where the Third Party Sponsor is paying only part of the tuition fees, the self-funded balance and any applicable Sales Tax attributable to that balance must be paid by you at the time of Booking, or where a Deposit is payable, in accordance with the payment terms set out in the Course Information. If you or your sponsor thinks an invoice is incorrect, please contact us promptly to let us know.
- 6.8.3 If you are a sponsored student, and your Third Party Sponsor does not pay the fees or the sponsored portion of the fees on your behalf, the outstanding amount will be invoiced to you and shall be payable within 14 days. You will be liable to pay the full outstanding tuition fees and any applicable Sales Tax to the University.

## 6.9 Making Payment

- 6.9.1 It is your responsibility to ensure that full payment of your tuition fees and any applicable Sales Tax is made at the time of your Booking, or where a Deposit is payable, to ensure that the Deposit is paid at the time of your Booking and the balance of tuition fees and any applicable Sales Tax is paid by the date specified in the Course Information, in accordance with these Terms and Conditions.
- 6.9.2 All payments must be made using one of our payment methods. The University accepts no responsibility for payment of tuition fees by direct bank transfer into the University's bank account. The University's payment methods include:
- i online payment via the University payment system; or
  - ii bank transfer, banker's draft or payment sent for collection. Where using this method, you must request bank details from us and retain a transaction reference.
- 6.9.3 Please take care when deciding how to pay your tuition fees and applicable Sales Tax and be aware of frauds and scams to help protect yourself. The University's advertised methods of payment are its preferred ways of receiving your fees as they are safe and secure, so if you choose to use an alternative payment method you may be putting yourself and your funding at risk of scams and frauds.
- 6.9.4 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 6.9.5 Where the payer of your fees is an individual and not a formal sponsor / external corporate body, then there must be a known evidenced relationship between you and the payer (for example, a parent/guardian or close family member).
- 6.9.6 For compliance purposes, the University may require you to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon the University's reasonable request and without delay.
- 6.9.7 Where unauthorised funds are received into the University's bank account, or where you fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) the University may return funds back to the payer, and you will be required to make direct payment to the University immediately. Any return of funds may potentially result in a financial loss to you and / or the payer due to currency exchange losses and / or bank handling fees. You shall be liable for any currency exchange losses and / or bank handling fees incurred by the University as a result of returning funds to you.
- 6.9.8 Where a debit or credit card payment received by the University is subsequently disputed by the cardholder and the University agrees to return the funds back to the payer, if there is a tuition fee balance owing, you will be required to make payment to the University immediately.
- 6.9.9 The University reserves the right to cancel your enrolment and terminate the Contract where any payment made by you to the University is reported to the University by the card acquirer or payment provider as being fraudulent.

## 6.10 Non-Payment or late payment of tuition fees

- 6.10.1 If you do not pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set out in these Terms and Conditions, you will not be registered onto your Course.
- 6.10.2 If you require any further information on the payment of tuition fees, then please contact [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk).

6.10.3 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies.

6.10.4 Where your enrolment is terminated under this clause 6.10, you shall remain liable for payment of all outstanding tuition fees and applicable Sales Tax.

## 7. YOUR COURSE

7.1 The University designs courses and the teaching that contributes to them to be delivered via a range of methods that are most appropriate to the intended learning outcomes. This means that your Course will make use of a range of Structured Learning Activities.

7.2 The method of delivery for your Course will be stated in the Course Information. If the University has to change the method of delivery of your Course, this may constitute a change to your Course (please see below).

### 7.3 Course Changes

7.3.1 Once you have received your Confirmation, whilst reasonable efforts will be undertaken to deliver your Course as set out in the Contract, due to the time period between the publication of course advertising and marketing information and registration on your Course, circumstances may arise where changes may be required to your Course. Examples of "changes" include changes to the content or structure of your Course, or to the location or method of teaching or assessment, or to dates of the Course. Examples of where changes may be made or required are (without limitation):

- i where changes are in students' overall interests, for example because of developments in teaching practice, technology, updates to Course curriculum, or new assessment methods;
- ii where a Force Majeure Event, or campus redevelopment or restructuring means that teaching locations change to a different site;
- iii where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how the University is required to operate because of changes to a professional body's requirements (e.g. for architecture students where the Architects Registration Board or the Royal Institute of British Architects issues new guidance), or changes to immigration rules or other laws/regulations;
- iv where a key member of staff is no longer available (e.g. through illness or resignation);
- v due to a Force Majeure Event (see clause 15), it may sometimes be necessary to vary the content of the Course or services.

7.3.2 The University is committed to providing appropriately qualified staff to teach its courses, but it does not commit to ensuring that any individual will teach on any given course. Where these members of staff leave the University, take leave or otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by the University.

### 7.4 Course Cancellation & Suspension

7.4.1 Once you have received your Confirmation, whilst reasonable efforts will be undertaken to deliver your Course in accordance with the Contract, circumstances may arise where your Course may need to be cancelled. Examples of where Course cancellation may be made or required are (without limitation):

- i where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of the University's staff, or by other resources (e.g. temporary staff) that the University would normally engage in such circumstances;

- ii where regulatory or government requirements mean that changes must be made to ensure compliance which we cannot reasonably accommodate;
- iii if there are insufficient numbers expected on a specific Course, meaning that the continued running of the Course is educationally unfeasible, financially unviable and/ or which would negatively impact on your academic and student experience;
- iv where campus redevelopment or restructuring of the University means that a teaching location becomes unavailable; or
- v if we are the subject of Events Outside of our Control (see clause 15) which mean we can no longer deliver the Course as expected.

7.4.2 If we cancel a Course prior to your enrolment, we will endeavour to notify you as soon as reasonably practicable and we will seek to offer you a suitable alternative course date for which you can undertake the Course (at no additional cost to you). If no such alternative course date can be offered or you are not content to transfer to the alternative course dates that we suggest, we will issue you a full refund of all tuition fees (including any Deposit paid) and any applicable Sales Tax paid.

## 7.5 Consequences of changes to Courses or closure of Courses

### Changes to Course before enrolment

7.5.1 If we have to change your Course, we will use reasonable efforts to ensure that changes are kept to a minimum, but if substantial changes are required to be made to your Course (as against the commitments made in the Course Information and as reasonably determined) before you commence the Course, these changes will be brought to your attention as soon as possible and if you no longer wish to continue on the amended Course, you may terminate the Contract and withdraw your Booking from the Course without any liability for tuition fees and with the University issuing you with a full refund of all tuition fees paid (including any Deposit paid) and any applicable Sales Tax you have paid.

### Changes to Courses or closure of Courses post enrolment

7.5.2 Where changes or Course closure is proposed or have to be made for the reasons outlined at clauses 7.3 and 7.4 above, the University will take all reasonable steps to minimise disruption to students.

7.5.3 In the case of minor changes as reasonably determined by us, reasonable efforts will be taken to keep such changes to a minimum and to keep you informed appropriately, for example by email or via notifications on the intranet.

7.5.4 In the case of substantial changes as reasonably determined by us, before implementing any such change, students will be consulted (where possible and appropriate) to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".

7.5.5 If substantial changes are made to your Course (as against the commitments made in the Course Information and as reasonably determined) after you have enrolled and you are unhappy with the changes such that you no longer wish to continue on your Course, you may end your Contract with immediate effect by contacting by emailing [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk). The effect of terminating your Contract is that you may be entitled to a full or partial refund of tuition fees and any Sales Tax you have paid, depending on the circumstances and a reasonable determination will be made as to whether a full or partial refund is due.

7.5.6 You should consider your options carefully before terminating your Contract in such circumstances.

## 8. DEFERRALS

8.1 If you wish to transfer to a later date for your Course, please get in touch with [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk) to discuss the availability of such alternative course dates.

## 9. COMMUNICATIONS

9.1 We will communicate with you about your Course using the contact details provided in your Booking or directly to the University.

9.2 Once you have enrolled, we will communicate with you via a range of channels, depending on the type of information we need to provide. We will communicate via:

9.2.1 The email address provided in your enrolment form. We expect you to check such email account regularly and frequently for communications relating to your Booking and Course. You must ensure that the University's emails are not blocked or filtered into spam or junk folders and that your inbox has sufficient capacity to receive messages.

9.2.2 Our virtual learning environment and Microsoft Teams;

9.2.3 The phone numbers you provided in your enrolment form;

9.2.4 By post to the address provided on payment at your Booking; and

9.2.5 The Falmouth University social media channels may be used to post general messages to students in exceptional circumstances (e.g. a failure of campus IT systems).

9.2.6 The University may monitor and record telephone calls between you and the University for the purposes of verifying instructions where applicable and for staff training and service improvement.

9.3 While you are studying with us, it is important to inform the University if there are any changes to your address, phone number, or email address.

## 10. TRUSTED CONTACT/NEXT OF KIN

### 10.1 Providing the university with details of an emergency contact

10.1.1 We want to support you during your Course and as part of our overall approach to your wellbeing and safety we may ask you to provide details of a trusted contact as part of the enrolment process.

10.1.2 It is your choice who you nominate as your trusted contact. Typically, it would be a partner, child, parent, carer, guardian, or family member. Your trusted contact should be able and willing to support you in very serious circumstances.

10.1.3 You should ensure that your trusted contact is:

- i aware that they have been nominated; and
- ii aware that their contact details (which would wherever possible include a phone number in order to make swift contact) have been given to the University for this purpose.

### 10.2 Circumstances under which the University may use your trusted contact or next of kin details

10.2.1 Where there are very serious concerns about your safety or wellbeing, we may decide to share information about you with your trusted contact or next of kin without your consent. We would only do this where we believe that it is necessary; for example, where you are involved in, or where there is the risk of, an incident or very serious event where we believe you or others may come to serious or lasting harm.

10.2.2 When we make the decision to share information about you without your consent, we would consider any potential risks involved and how to mitigate them, for example sharing only necessary information and balancing your safety with your privacy and wishes.

10.2.3 Every instance where we decide to get in touch with your trusted contact or next of kin is considered and assessed on the circumstances. Some examples of this could include (but are not limited to):

- i Where you have unexpectedly been admitted to hospital for non-routine treatment;
- ii Where you have an ongoing illness which appears to be significantly deteriorating;
- iii Where you are experiencing a serious mental health crisis;
- iv Where you are behaving in ways which may pose a significant risk to your own or others' safety and wellbeing;
- v Where you have been a victim of a serious crime; and
- vi Where other agencies for example emergency services (ambulance, police) and the NHS ask for 'next of kin' details in order to support you in immediate and vital circumstances. The circumstances for each situation will be considered and it might not be appropriate to contact your trusted contact.

### 10.3 How the University decides to contact your trusted contact/next of kin

10.3.1 We would usually inform you of our intention to get in touch with your trusted contact/next of kin without your consent unless to do so may increase the risk of harm to you or another person.

10.3.2 Where we share personal information about you to your trusted contact/next of kin we keep a record, which may include the reason for this decision, what information has been shared, who it has been shared with and the time and date that it took place.

10.3.3 If we contact your trusted contact or next of kin about a particular incident this does not mean that we will have an ongoing dialogue with them. In cases where we have contacted your trusted contact, we will encourage wherever possible, that they make appropriate contact with you to ensure connection, openness and that a supportive framework is in place.

### 10.4 If your trusted contact/next of kin contacts the University

10.4.1 If your trusted contact or next of kin contacts the University, we would not share specific information with them about you (such as your marks or contact details) unless there was a prior agreement in place, for example if you had agreed this as part of a support process.

10.4.2 If your trusted contact or next of kin contacts us and is concerned for your welfare, we would usually seek to contact you before any information is shared. If we cannot contact you, we will use the guidelines outlined above to decide whether to share information with your trusted contact.

### 10.5 Concern

10.5.1 If you have any concerns about this process and would like to discuss it with someone, please email [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk).

## 11. DISABILITIES

11.1 If you have study support needs related to a disability, including dyslexia and other specific learning needs, mental health conditions, or other health conditions, access needs or learning needs, the University will seek to support you whenever reasonably possible. If you have not yet

disclosed that disability, we would encourage you to do so at the earliest opportunity, and prior to your commencement of your Course, to assist us in putting in place the appropriate support in good time. You can tell us about the support you need by disclosing your disability during the Booking or Enrolment and in any event within 28 days of the start of the Course. If you are under 18, your Parent, Guardian or Carer must disclose any disabilities or health conditions that may affect participation as early as possible and, where practicable, no later than twenty-eight days in advance of the start of the Course.

11.2 Even if you have already disclosed a disability, please make sure you contact [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk) before you commence your Course to establish what support is available and the information we need to ensure this can be arranged. You should be aware that if you choose not to disclose your disability, or to limit that disclosure, while we will do our best to help you, you may not be able to access the full range of support available.

11.3 Teaching staff on Courses are not trained to provide specialist educational, health or behavioural support. Where reasonable adjustments cannot be made, we reserve the right to withdraw you and provide a full refund of tuition fees and Sales Tax paid.

## 12. ATTENDANCE AND CONDUCT

12.1 You agree to:

12.1.1 comply with these Terms and Conditions;

12.1.2 comply with our Regulations, Policies and Procedures and our Code of Conduct;

12.1.3 behave with tolerance and respect towards all members of the University's community;

12.1.4 only use any equipment and facilities provided by the University during delivery of your chosen Course for the stated hours; and

12.1.5 ensure that you meet the requirements to engage in the learning, including an appropriate level of English (written and spoken).

12.2 You are required to attend/participate in such lectures, tutorials, workshops, assessment and other Structured Learning Activities that form part of your Course whether these are delivered in person or via our online learning platforms (e.g. Microsoft Teams and our virtual learning environment). We may use user activity logs generated by our systems to monitor attendance and wider engagement with the University. This includes manual analysis and interpretation of data from Microsoft Office 365 (e.g. Teams) and/or our virtual learning environment to ascertain your participation in and engagement with your studies more generally.

12.3 You will be provided with a lanyard for on-campus delivery of your Course and you must carry your student lanyard at all times whilst on University premises and may be asked to produce it at any time by a member of staff.

12.4 Courses are delivered in English unless otherwise stated at enrolment. You must have a sufficient level of spoken English. Translation or interpretation services are not provided.

## 13. DATA PROTECTION, DISCLOSURE OF PERSONAL INFORMATION AND COPYRIGHT

13.1 The booking procedure, registration and enrolment, and your academic progress will provide the University with a range of information about you. We will protect your data, ensure we keep your information private and will only allow our staff to use your data to do their specific job. We may need to share your data with a third party in order to deliver services to support your studies (e.g. our virtual learning environment provider or our campus service provider FX Plus). Where it is necessary to share your information outside the University, we have security measures in place to ensure your privacy is not affected. For further information please see: [Data Privacy](#).

13.2 Our Privacy notice provides Statutory information under the EU's 2016/679 General Data Protection Regulations and the UK's Data Protection Act 2018 c.12 about how we collect, use and share your data.

- 13.3 The University uses information provided by you to us in your Booking and enrolment and how you engage with our systems (e.g. the virtual learning environment) to provide tailored support to you.
- 13.4 Where contractually required, we may disclose information relating to your academic progress to your sponsor.
- 13.5 Medical information disclosed to the University's Student Services will be treated as confidential and disclosed only in accordance with their normal procedures. Information arising from DBS checks will be used only in accordance with the DBS's code of practice. See <https://www.gov.uk/government/organisations/disclosure-and-barring-service>.
- 13.6 Falmouth University reserves the right to share your information with FX Plus (a company wholly owned by Falmouth University and University of Exeter) in order to recover outstanding debts linked to the suite of services which it provides but not limited to accommodation, library loans, equipment loans, damage to property, or other losses incurred through the use of FX Plus or Falmouth University provided products or services.
- 13.7 You shall own the copyright in any creative work you create in the course of your studies at the University. In relation to your creative work (including any representation or reproduction of that work), the University shall be entitled without payment of any fee or royalty:
- i To reproduce the work for educational and promotional purposes. This would include, by way of example, reproduction of the work in academic publications, promotional materials, websites, print and digital advertising, exhibition stands, catalogues or flyers, databases, leaflets and prospectuses; and/or
  - ii To exhibit the work to the public during the course of your studies at the University; and/or
  - iii To exhibit the work to any third party in connection with your studies or in connection with the University's academic and/or research purposes.
- 13.8 If the University wishes to reproduce your creative work for any commercial purpose, such reproduction shall be subject to an individual license on fair and reasonable terms to be negotiated and agreed with you.
- 13.9 For the purpose of clarification, advertising and promotion of the University, its courses, students, staff or their work does not constitute 'commercial' use, in relation to marketing and recruitment activities undertaken by the University.
- 13.10 For the purpose of clarification, all students registered as students of the University, inclusive of online and partner students, are subject to application of intellectual property rules as they form part of our rules and regulations. Further guidance can be found here: [https://www.falmouth.ac.uk/sites/default/files/media/downloads/intellectual-property-policy-2024\\_0.pdf](https://www.falmouth.ac.uk/sites/default/files/media/downloads/intellectual-property-policy-2024_0.pdf).

#### 14. **TERMINATION**

- 14.1 Subject to us complying with the Regulations, Policies and Procedures, we may terminate our relationship with you in writing with immediate effect if:
- i You are expelled or refused admission to or membership of any organisation which you are expected to attend or be a member of as part of your Course;
  - ii Your Booking contains material inaccuracies or fraudulent information, or that significant information has been omitted from your enrolment form;
  - iii You do not pay your tuition fees, any applicable Sales Tax or Additional Costs to us within the timeframe specified by the University, following notification that your payment is overdue;
  - iv Where your behaviour represents a significant risk to the health, safety or welfare of yourself or others;

- v It becomes apparent that the delivery of the Course to you would expose the University or any of its partners to any risk of contravening, or exposure to the risk of penalty, prohibition or restriction under any Sanctions Regime;
  - vi a Force Majeure Event prevents us from providing your Course for longer than two (2) weeks;
  - vii You break the Contract in any material way (or the learner, where applicable), and, where that situation is capable of being corrected, you do not correct it within 14 days (or such longer period as we may specify in writing) of us asking you to do so;
  - viii If you fail to maintain employment required as part of your Course, regardless of cause or fault.
- 14.2 If you have not already enrolled at the time of termination, we shall be entitled to refuse to enrol you on your Course. If, at the time of termination you have enrolled, we shall be entitled to require you to stop studying on your Course and leave the University immediately.
- 14.3 Any actions we take under the above will not restrict our ability to take any other action against you that we have the right to take (for example to recover an outstanding debt).
- 14.4 Provided the action taken to terminate the Contract is in accordance with the University procedures, the University will not be liable for any loss or damage which you may suffer as a result.
- 14.5 If we terminate the Contract in accordance with clause 14.1, no refund of any tuition fees or any Sales Tax paid will be made.
- 14.6 If the Contract has been terminated (for any reason), you will no longer be entitled to attend or participate in your Course, use our facilities or services, or receive any certificate of completion (if applicable).
15. **EVENTS OUTSIDE OF OUR CONTROL**
- 15.1 The University will do all that it reasonably can to provide your Course as described in the Course Information and in other documents issued by the University to you. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your Course. We shall not be liable to you for any failure in the delivery of the Course arising from matters outside our reasonable control, provided we fully comply with our obligations under this clause 15. Such events may include: industrial action which it is not within the capacity of the University to resolve; severe weather, fire, civil commotion, riot, cyber attack, default by third party suppliers or subcontractors, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease (excluding Covid-19) or failure of public utilities or transport systems/networks (a "**Force Majeure Event**"). We will communicate with you about the impact of a Force Majeure Event on your studies and the steps being taken to mitigate disruption. Communications will include the nature and expected duration of disruption, changes to teaching or assessment, and support available.
- 15.2 We would normally expect such Force Majeure Events to be short term, and we will contact you to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course and the performance of our obligations, and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- 15.3 If a Force Majeure Event results in the complete inability to deliver your Course for a continued period of two (2) weeks or more and you are not satisfied with any such steps to mitigate the disruption caused, you will be entitled to terminate your Contract with immediate effect by contacting [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk).
- 15.4 Should you terminate your Contract pursuant to clause 15.3, you may be entitled to a full or partial refund of tuition fees and Sales Tax you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due

15.5 You should consider your options carefully before terminating your Contract and you may wish to contact the [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk) to discuss this.

## 16. LIMITATION OF OUR LIABILITY TO YOU

16.1.1 Nothing in these Terms and Conditions will limit or exclude our liability:-

- i for death or personal injury arising from our own negligence; or
- ii for fraud or fraudulent misrepresentation; or
- iii in respect of any other liabilities which may not be lawfully excluded or restricted.

16.1.2 We shall not be liable and expressly exclude liability for:-

- i damage to, theft and/or loss of your personal property (including but not limited to personal possessions such as your own IT equipment, bicycles or vehicles) unless caused by our negligence;
- ii for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of the University;
- iii financial or other consequential loss where such loss or damage is a result of theft, fire or flood unless caused by our negligence;
- iv any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to a Force Majeure Event, provided we fully comply with our obligations under clause 15;
- v any losses which were not foreseeable to you and us when this Contract was formed and losses are foreseeable if they are an obvious consequence of the University's breach of this Contract. The University does not accept liability for loss of opportunity or loss of profit;

16.1.3 Unless we cancel the Course pursuant to clause 7.4, we shall also not be liable and expressly exclude liability for:-

- i any costs, losses or damages arising from or in connection with travel to or from the University or any location associated with the delivery of your Course, including but not limited to travel delays, cancellations, disruptions or missed connections, whether domestic or international;
- ii any costs, losses or damages arising from or in connection with accommodation arrangements made by you in connection with your Course; and
- iii any costs, losses or damages arising from illness or injury (howsoever caused) which prevents or restricts your attendance at or completion of your Course, save where such illness or injury is directly caused by our negligence;

16.1.4 We strongly recommend that you obtain appropriate travel insurance and, where applicable, health insurance prior to commencing your Course. This is particularly important if you are travelling from overseas. Such insurance should, at a minimum, cover the costs of travel cancellation or disruption, accommodation, and medical expenses. The University does not provide insurance on your behalf and accepts no liability for any failure by you to obtain adequate insurance cover.

## 17. UNDER 18S AND SAFEGUARDING

- 17.1 Your Booking cannot be accepted unless you are 18 years old or over, unless the Course is explicitly promoted for individuals under 18 years old or attendance has been approved by the University in writing by exception.
- 17.2 Individuals aged 18 or over may not apply for Courses explicitly designed for under 18-year-olds.
- 17.3 If you turn 18 during the duration of a Course designed for under 18s, you must notify [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk) prior to continuing attendance.
- 17.4 Where you are under 18 years old and are accepted onto a Course, all references to obligations, liabilities and responsibilities within these T&Cs extend jointly and severally to their Parent, Guardian or Carer.
- 17.5 The Code of Conduct in Appendix 2 must be reviewed by both you and your Parent, Guardian or Carer. If you breach, or are suspected of breaching, the Code of Conduct, we may remove you from the Course and require immediate collection by a Parent, Guardian or Carer.
- 17.6 We reserve the right to remove any learner under 18 years old from a Course immediately where behavioural, safeguarding or welfare concerns arise, and no refund will be issued.
- 17.7 The use or possession of alcohol or drugs is strictly prohibited during Courses for learners under 18. Breach may result in immediate removal without refund.
- 17.8 Safeguarding or prevent-related concerns must be reported promptly to a member of staff or to [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk). We may take proportionate action, including restriction of access or removal from a Course, where this is reasonably necessary to meet safeguarding or prevent obligations. For further information on safeguarding, please see the [Regulations, Policies & Procedures for Students Falmouth University website page](#)
- 17.9 If you are under 18 and attending a Course delivered on campus, you must remain on campus for the duration of scheduled teaching activities. The University's duty of care concludes at the scheduled end time of each teaching day. Parents, Guardians or Carers may access public campus facilities but are not permitted to enter learning or teaching environments unless explicitly authorised in writing. Where a Course is delivered online, a Parent, Guardian or Carer must be present in the same location as the learner for the duration of all scheduled online teaching activities and must ensure that the learner's participation takes place in a suitable and safe environment.

## 18. FOOD AND REFRESHMENTS

- 18.1 You must check in advance whether food is provided. Allergies and dietary requirements must be disclosed in advance. This information may be shared with tutors, relevant staff, catering providers and other learners where necessary.

## 19. ANIMALS ON CAMPUS

- 19.1 Animals are not permitted on the University's premises unless explicitly authorised. Assistance Dogs, as defined by the Equality Act 2010, are permitted subject to appropriate insurance and control. Therapy animals and emotional support animals are not permitted on the University premises.

## 20. PHOTOGRAPHY AND VIDEO

- 20.1 We may take photographs or video recordings during Courses for promotional purposes.
- 20.2 Where learners are under 18 years old, prior written consent will be obtained from the Parent, Guardian or Carer using the University's standard consent process. Consent may be withdrawn at any time in writing.

## 21. GENERAL

- 21.1 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

- 21.2 These Terms and Conditions form the basis of our relationship with you, and you may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.
- 21.3 Nobody else has any rights under this contract. This contract is between you and us, and no other person (third party) shall have any rights to enforce any of its terms.
- 21.4 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example: if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.
- 21.5 A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.
- 21.6 The relationship between us shall be governed by and in accordance with English Law. We and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

## 22. COMPLAINTS

- 22.1 We welcome feedback on our Courses and the services we offer. If you have concerns or feedback, we would encourage you to raise them as soon as possible so that we can work with you to provide a quick resolution. The following complaints process shall apply.
- 22.2 If you have a complaint, you should first raise your concerns informally with the tutor or instructor leading your Course, following which they will seek to resolve the matter informally.
- 22.3 If the matter is not or cannot be resolved informally, you should submit a formal complaint by emailing [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk), clearly stating that you are making a complaint and providing full details. Your complaint will be reviewed by the Senior Head for the Academy of Continuing Education (or another equivalent role). We will acknowledge receipt of your complaint within seven (7) working days, arrange an opportunity to discuss your complaint typically within fourteen (14) working days, and provide you with a conclusion within twenty-one (21) working days.
- 22.4 Where the matter cannot be resolved following the above process, the complaint will be escalated for further review. The University will liaise with its Quality Assurance Team and others as appropriate to seek to resolve the matter to a mutually agreed conclusion. The complaint will be reviewed by the Dean of Faculty responsible for Short Courses. We will provide you with a conclusion within twenty-one (21) working days.
- 22.5 Where the matter is not resolved following the above process, you may escalate the matter to the Office of the Independent Adjudicator (the "OIA"). The University will supply relevant details to you to support your complaint. Full details of how the OIA works can be found here: <https://www.oiahe.org.uk/>.

**APPENDIX 1**  
**CANCELLATION FORM**

Please click the link below to fill our digital cancellation form, or email us your cancellation to [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk)

**[Digital cancellation form linked here](#)**

Alternatively, you may print out and send us the form below:

To: Robert Ingram, Short Courses at Falmouth University  
Falmouth University Penryn Campus, Treliever Road, Penryn, Cornwall, TR10 9FE

**I hereby give notice that I cancel my contract for a place on the following Course:**

Course Name:

Name of prospective  
student/ student

Booking Number

Address of prospective  
student/ student

Signature of prospective  
student/ student  
(not if sent by email)

Date

## APPENDIX 2 CODE OF CONDUCT

As a summary, you are expected to:

- comply with these T&Cs
- follow health and safety requirements
- adhere to equality and diversity principles
- respect University facilities and learning environments
- comply with data protection and copyright law

Unacceptable behaviour causing distress, disruption or reputational harm may result in removal from the Course.

For online provision, inappropriate content may be removed and access suspended.

Concerns should be raised initially with the tutor or via [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk)

Any behaviour causing distress, disruption, or disturbance in the University's learning or social environments is deemed unacceptable and may result in the cancellation of the student's place on the Course.

### **The University expects students to:**

1. Exercise good sense and consideration towards others, respecting differences, and using University facilities or services with care.
2. Avoid interfering with the normal functioning of the University, its facilities, or services, and refrain from bringing the University into disrepute through their actions.
3. Refrain from presenting others' work as their own.
4. If a student experiences inappropriate or unacceptable behaviour, they have the right to use the University's Course Complaints procedure.
  - a) For online programmes, we retain the right to remove inappropriate content and take action against users who violate the Code.
  - b) If you believe someone has violated this Code, start by notifying the instructor or tutor.
5. If the issue remains unresolved, contact [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk) with your concerns.

***This Code is effective as of February 2026, and we reserve the right to modify it at any time.***