

SHORT COURSE TERMS & CONDITIONS

Last updated: April 2022

1. INTRODUCTION AND DEFINITIONS

- 1.1. Falmouth University (the “University”) is a higher education corporation whose registered address is Falmouth Campus, Woodlane, Falmouth TR11 4RH.
- 1.2. These Terms and Conditions (“Terms”) apply to individuals undertaking non-credit bearing Short Courses offered by the University.
- 1.3. Individuals attending Short Courses at the University are referred to in these terms as “Participants”.
- 1.4. Participants undertaking the Short Courses agree to these Terms, failure to abide by these Terms may result in the termination of enrolment on the Short Course/s.
- 1.5. Participants completing Short Courses are not the University’s students and therefore wider University regulations, terms, policies, and processes will not apply unless detailed in these Terms. Additionally, access to the University facilities and services, such as careers support, Students’ Union, and library, will not usually be granted unless otherwise stated.
- 1.6. The following University policies and procedures apply to all Short Course Participants and by accepting these Terms you confirm that you have read them and agreed to be bound by them. These policies are:
 - 1.6.1. Complaints
 - 1.6.2. Bullying & Harassment Policy
 - 1.6.3. Criminal Convictions Policy and Procedure
 - 1.6.4. Disciplinary Policy and Procedure
 - 1.6.5. Drug & Alcohol Policy
 - 1.6.6. Insurance
 - 1.6.7. Equality & Diversity Strategy
 - 1.6.8. Exhibitions
 - 1.6.9. Freedom of Speech & Lawful Assembly
 - 1.6.10. Health & Safety Policy
 - 1.6.11. Intellectual Property Policy
 - 1.6.12. Property
 - 1.6.13. Safeguarding Policy & Procedure
 - 1.6.14. Data Protection
 - 1.6.15. Privacy
 - 1.6.16. For full details click [here](#).
- 1.7. Some Short Courses may have their own specific Terms & Conditions, or supplementary Terms & Conditions. Those that apply to a specific short course will be made clear in the information that appears in respect of that course on the University’s website. For the avoidance of doubt, where this may not be clear from a specific short course’s webpage these Short Course Terms and Conditions shall prevail.
 - 1.8. For the purposes of these Terms, the following definitions will apply:

Fees: the fees paid by a Participant to register for and attend a Short Course.

Online Short Course: A Short Course delivered mainly or wholly online

Participant: an individual undertaking a Short Course

Short Courses: a non-credit bearing Short Course, with a typical duration between 2-15 weeks.

Short Course Team: the team available to support with any short course queries throughout enquiry and sign up to a short course. Contactable at shortcourses@falmouth.ac.uk

Tutors: the tutor or tutors delivering a Short Course.

VLE: the online virtual learning environment that the University uses to deliver its Online Short Courses, in this instance the VLE is Canvas.

Website: The University's website and the relevant webpages therein, www.falmouth.ac.uk

Working Day: Monday to Friday (inclusive) except public holidays in England and other days when the University is officially closed for business.

2. **BOOKING A COURSE**

- 2.1. Booking of a course must be completed via the submission of a booking form available on the Website unless another process is detailed on a specific Short Course webpage.
- 2.2. Participants agree to check the detail of the booking to ensure that they are complete and accurate. If there is any mistake in the booking information that they are aware of they must notify the University to confirm and agree any changes before submitting a booking.
- 2.3. By accepting a place, participants warrant that they meet the entry criteria for the course as listed on the Website and that they have a level of English language proficiency that will enable them to successfully complete the course.
- 2.4. Participants must be 18 or over to book a place on the course.
- 2.5. You are required to inform the University if prior to and/or once enrolled on a short course at the University you are charged or convicted of an offence for which a custodial sentence (prison) may be applied during your studies here, including where the offence takes place away from the University. This is so that we can work with you to assess any risk to your studies (we may be unable to effectively discharge our obligations under this agreement if you are unable to attend for a given period of time) and members of our community. You should refer to the University's Criminal Convictions Policy before you submit your application. (See Clause 1.6 above for the link to Policies).
- 2.6. The University reserves the right to decline booking requests at its absolute discretion, and a place will only be confirmed upon receipt of a confirmatory email from the Short Courses' Team.
- 2.7. The Participant will be responsible for ensuring that they have the required software/equipment to undertake the Short Course, as will be listed in each Short Course description on the Website. Additionally, Participants undertaking an Online Short Course will ensure that they have robust internet connectivity and are able to access the VLE and any other required platforms or software.

3. **Fees, payment and costs**

- 3.1. Full payment of the fee for the course must be received prior to the commencement of the course. A place on a course cannot be guaranteed until a completed booking form and

full payment has been received. Receipt of payment and acceptance to the course will be confirmed within 3 working days from payment being made.

- 3.2. Fees are payable in **British pound sterling** (GBP£) and can only be made online by using a credit or debit card (we do not accept cash, bank transfers or cheque).
- 3.3. Other than in connection with the refund of Fees in the circumstances set out in these Terms, no reimbursement or compensation will be made for any other costs or expenses incurred by Participants in connection with Short Courses for any reason, including as a result of any changes to the contents of a Short Course, or the postponement or cancellation of a Short Course in full or part.

4. Cancellation by the University

- 4.1. The University may cancel or postpone a Short Course, for any reason (e.g., if there is insufficient demand for a particular Short Course). The University will endeavour to give Participants between 2 weeks' notice and not less than 72 hours' notice of cancellation or postponement before a course commences and either offer a place on a subsequent course or a Full refund of the course fee.
- 4.2. The University may cancel the Short Course with no notice if an event outside the University's control means that the Short Course cannot be meaningfully delivered, including staff sickness where there is no suitable replacement.
- 4.3. If a Participant is removed from a Course as a result of breaching these Terms no refund will be provided.

5. Cancellation by the Participant

- 5.1. A Participant has the right to cancel their acceptance of the place within 14 days of making payment. A reason does not need to be provided but the decision must be communicated in writing by emailing: shortcourses@falmouth.ac.uk
- 5.2. If a Participant cancels within this period and has not started the course or accessed the course content, they will receive a full refund of fees paid.
- 5.3. If a Participant cancels within 14 days of receipt of payment but has started the course or accessed the course content a refund will be issued for the course fee minus a deduction for the content accessed. The deduction will be calculated based on the number of weeks' content accessed (for example, if the total cost of a four-week course is £400 and the Participant has accessed one week's content, the deducted amount will be £100 giving a total refund of £300). Partial weeks will count as full weeks
- 5.4. Where a cancellation is made more than 14 days after making payment, but at least 14 days before a Short Course begins, Participants will be offered the choice of transferring to a different course of equivalent value or receiving a refund of the Short Course fee minus a GBP £50 administration fee.
- 5.5. In the event that a Participant must cancel their place within 14 days of the Short Course beginning no refund will be provided but Participants may be offered the choice of transferring to a different Course of equivalent value. Where this cancellation is as a result of exceptional circumstances the University will have absolute discretion about whether to refund some or all of the Short Course fees and may request documentary evidence to support its decision making.

6. Transfers

- 6.1. Where a Participant is unable to attend a Short Course, their place may be transferred to a different Participant subject to the new Participant meeting any eligibility criteria and accepting these Terms, in addition to agreement by the Short Courses Team.

6.2. Requests for Transfers must be made a minimum of 5 working days prior to the beginning of the Short Course.

7. Non-attendance

7.1. Non-attendance of any or all sessions due to illness, for personal or professional reasons, or due to technical problems arising from a Participant's services or equipment, does not guarantee the right to a refund, extra tuition, or a course transfer. However, in such an event the University will consider all the circumstances and take such action that it considers to be fair and reasonable.

7.2. If alternative options are offered there may be an additional administrative or fee charges. If this is the case, this will be made clear prior to any alternative being agreed.

8. Changes to sessions or content

8.1. It may be necessary for the University to alter the dates/times of sessions and the University will make reasonable efforts to reschedule at a suitable & reasonable time.

8.2. If the University alters two or more consecutive sessions, and the Participant is unable to attend the rescheduled sessions, the Participant may request a pro-rata refund attributable to those sessions.

8.3. The detail of any Tutors provided in any description of the Short Course is indicative and may not be the Tutor who delivers a specific Short Course.

8.4. Course content, where it does not constitute a Material Change, may be amended by the University without notice. Where it does constitute a Material Change participants will be informed and may choose to withdraw their participation with a full, or pro-rata, refund.

9. Certificates

9.1. The certificate of completion offered is dependent upon full engagement with the course. Participants are expected to engage with scheduled sessions and the course content.

9.2. Where Participants have not been engaging with the course, which for Online Short Courses will include a Participant not logging into the Short Course VLE, we reserve the right not to issue the certificate of completion and no refund will be made in this circumstance.

9.3. Some Short Courses may include assessment, this will be indicated on the Short Course description. Where this assessment takes the form of an online quiz the Participant will have unlimited attempts to complete the quiz during a 30-day period from the final session. The pass rate to achieve certification is set at 70%. Following the 30-day period cut off, access to any online learning materials will be removed and the opportunity to achieve certification will be lost.

9.4. On successful completion of the Short Course, including any required assessment, Participants will be provided with a digital certificate of completion, the name given on the booking form will be the one that appears on the certificate, and it will be emailed to the address given at the point of booking.

9.5. The certificate does not grant university credit, nor does it constitute evidence of the attainment of any particular standard or qualification.

9.6. If a Participant fails to complete the course, they will not be entitled to retake it. If they wish to take the course again, they should rebook and pay again for the next available date.

10. Reasonable Adjustments

10.1. The University will take reasonable steps to ensure that people with disabilities can participate in the short courses and will take steps to avoid as far as possible “by reasonable means” the disadvantage which a disabled Participant experiences as a result of their disability. Participants should contact the Short Courses team before completing the Booking Form or making payment to discuss any requirements they have.

11. Code of Conduct

11.1. Participants are expected to conduct themselves in a professional manner and with respect for the study environment (whether real or virtual), fellow participants, tutors, support staff and third parties. If a Participant becomes persistently disruptive, they may receive a verbal or written warning and, if this does not resolve the situation – or if there is a significant breach of these terms - the Participant may be removed from the course without receiving a refund of fees paid or the certificate of completion.

11.2. Participants are subject to the University’s Disciplinary Policy and Procedure and in addition agree not to upload or share with other Participants or tutors any material or views which are unlawful or unsuitable according to societal norms in the United Kingdom or our policies. This includes uploading of material that is false, obscene, sexist, racist, homophobic, defamatory, illegal, abusive, threatening, extremist, destructive (like malware, viruses, bugs, etc.) or otherwise discriminatory, offensive, disruptive or objectionable to others. The University reserves the right to suspend access to the Short Course or remove any material shared with other Participants or tutors in breach of these Terms.

11.3. Participants will not use audio or visual recording equipment in the Short Course sessions without permission.

11.4. Participants will not copy or adapt, in full or part, any contents or materials shared as part of a Short Course (except where expressly permitted during the course) and will not share these with any third parties. Short Course content and materials, and any intellectual property therein, remains the property of the University and/or individuals involved with delivery.

11.5. Participants will act reasonably, including obeying reasonable instructions issued by the University and taking reasonable care of University property or platforms

12. Complaints

12.1. If a Participant has any complaints about the course or associated services, this should be raised in writing at shortcourses@falmouth.ac.uk as soon as possible and not later than within 14 days of the dissatisfaction occurring. The Short Courses Team will reply as soon as possible, and usually within 10 working days. If the complaint has not been resolved to your satisfaction within 20 working days you can escalate it to Step 2 of the University’s complaint procedure.

13. Variation of Conditions

13.1. The University may, by written notice, vary these terms and conditions as may be necessary to comply with the laws and regulations of England and Wales or amendment thereof.

13.2. The University additionally reserve the right, upon giving written notice of such change to all affected Participants, to make an addition, amendment, or alteration to these conditions as is deemed necessary by the University. A Participant may cancel their agreement with the University, and, where they have not completed the Short Course, receive a full refund, if they do not agree to amendments made under this clause.

14. Data Protection and Disclosure of Personal Information

- 14.1. The booking procedure, registration and enrolment, and your 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 www.falmouth.ac.uk/data-privacy.
- 14.2. Our Privacy notice provides Statutory information under the UK (United Kingdom) General Data Protection Regulations and the Data Protection Act 2018 c.12 about how we collect, use and share your data
- 14.3. Our systems provide your photo and name to staff with responsibility for the delivery of all or part of your Short Course to make it easier for them to engage with you and ensure we can verify your identity.
- 14.4. 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, library services) to provide tailored support to you. This may include information about your prior educational attainment and social demographic data derived from your address to support the University to evaluate its achievement of published access and participation plans.
- 14.5. Where contractually required, we may disclose information relating to your academic progress to your sponsor (e.g., if you are an Apprentice your employer will be entitled to be provided with information about your academic progress).
- 14.6. 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>
- 14.7. 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.

15. General

- 15.1. Assignment – the University may assign or transfer its obligations and rights under these Terms to another organisation. This will not affect Participant's rights under these Terms.
- 15.2. These Terms are the entire understanding between you and us about your Short Course and replace any other undertakings or representations. In the event of any discrepancy between these terms and conditions and the Material Information or the terms and conditions provided by any Partner organisation, these terms and conditions shall take precedence
- 15.3. Third Parties - A Person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any provision of these Terms.
- 15.4. Force Majeure - The University will not be liable for any failure or delay in the performance, in whole or part, of any or our obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control including, but not

limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemics, epidemics or other outbreaks of disease or infection, failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.

- 15.5. Illegal/unenforceable provisions - If the whole or any part of any provision of these Terms is void or unenforceable, the other provisions shall continue in force.
- 15.6. No Waiver - The failure to exercise or delay in exercising a right or remedy provided by these Terms or by law will not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 15.7. Remedies - The express rights and remedies provided in these Terms do not exclude any other rights or remedies provided by law, except to the extent that the rights and remedies are expressly excluded or restricted by the terms of this Agreement.
- 15.8. Severance - If any provision of these Terms, in part or full, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, will continue in effect.
- 15.9. Law and Jurisdiction – These Terms will be governed by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English Courts.