

## TERMS AND CONDITIONS FOR NON-CREDIT BEARING SHORT COURSES

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**VERSION:** 1.7

**APPROVED BY:** UNIVERSITY MANAGEMENT COMMITTEE

**APPROVAL DATE:** JANUARY 2024

### Section 1: Introduction to Terms and Conditions

**1.1** All of Falmouth University's non-credit bearing Short Courses are subject to the following standard terms and conditions ('Ts & Cs').

**1.2** You can only register for a short course, if you accept and will be bound these T&Cs and to and the documents linked to them.

**1.3** You should ensure that you have carefully read and understood these T&Cs before registering on a Short Course.

**1.4** You should retain a copy of these T&Cs for your reference.

### Section 2: Definitions

**2.1** Application - is your application for a place on a Short Course at Falmouth University ('the University');

**2.2** Confirmation - is our written or other communication to you accepting your Application or offering you a place on the Short Course;

**2.3** Code of Conduct - is the Short Course Code of Conduct for Student Discipline, as set out at Annexe 2;

**2.4** Compliance and Service Quality ("Services") – refers to the teaching services and related teaching materials that we will provide in relation to your chosen Short Course;

**2.5** Events Outside Our Control – refers to an event or circumstances beyond our reasonable control, including extreme adverse weather conditions, power failure, loss of internet or poor connectivity, fire, floods, pandemic, urgent or necessary maintenance that may arise from time to time, technical problems, industrial disputes and strikes (involving the workforce of another party) and acts of God.

**2.6** Fees - means the tuition fees and administration fees payable by you in relation to your chosen Short Course;

**2.7** GB£ - Means Great British Pound Sterling

**2.8** Short Course – refers to any non-credit bearing course offered by the University via its Short Courses online platform or at the University's Campus or both as further detailed below and on the Website;

**2.9** Specific Funding Rules – refers to the rules applicable to any Funded Short Course by a designated funding body.

**2.10** University's Campus – refers to specified on-campus or hybrid courses and refers to the location of the provision of the Short Course as specified on the Website and your Confirmation;

**2.11** VLE – refers to Virtual Learning Environment, an online learning platform.

**2.12** We – refers to Falmouth University ('the University')

**2.13** Website – refers to our Short Course pages on the University website which can be accessed at <https://www.falmouth.ac.uk/>

**2.14** Working days - means days other than Saturdays, Sundays, Public Holidays and designated University closure days.

**2.15** You – refers to the person who is undertaking a Short Course at the University who agrees to these T&Cs.

### **Section 3: Legal Jurisdiction**

**3.1** These T&Cs and any claims or matters under it or connected with them shall be subject to and governed by the laws of England. The English courts will have exclusive jurisdiction in relation to these T&Cs and English law will apply to these T&Cs and your Short Course.

### **Section 4: Modification of T&Cs**

**4.1** We retain the right to alter these T&Cs periodically. Changes to these T&Cs are only valid and effective if agreed upon by us in writing or conducted in accordance with Clause 7.1.10. Any updates will be published on the Website.

### **Section 5: Whole Agreement**

**5.1** These T&Cs, along with all other referenced policies and procedures, form the comprehensive agreement between us. In the event that, at any time, any employee or agent of the University agrees to something inconsistent with these T&Cs, these T&Cs will take precedence.

### **Section 6: About Falmouth University Short Courses**

**6.1** About Falmouth University: The University is a statutory higher education provider. Our registered address is at Falmouth University, Falmouth Campus, Woodlane, Falmouth TR11 4RH. Our VAT number is 526732051. The University is also a registered exempt charity, for further information please review the following URL: <https://www.falmouth.ac.uk/corporate/regulatory-information/>

**6.2** About our Short Courses: We have seven main types of Short Courses to which these T&Cs apply to. Each of the short courses will have specific details of the studies outlined in more details on the Website. A summary of the seven main types of Short Courses are as follows:

**6.2.1** Funded Short Courses - these are courses usually delivered as part of a funded programme by any Government, Local Authority or other funding programme, details of these Funded Short Courses will be set out on the Website with our other Short Courses but access to these may require you to accept additional T&Cs in order to comply with any applicable Funding Rules.

**6.2.2** Hybrid Short Courses – are paid for short courses that can be delivered in-part online and in- part on-campus. These courses will typically be tutor led, have face-to-face components and are delivered on scheduled dates.

**6.2.3** Specialist Courses – are paid for, available to restricted cohorts e.g. people from a specific business or organisation requesting specific training, these courses can be delivered face-to- face, online, or blended/hybrid.

**6.2.4** On Campus Short Courses – these are courses which have set registration dates, are delivered face-to-face on one of our campus locations (or other remote location) on identified dates. Details of the dates and locations are published on the Website. May have synchronous and asynchronous learning.

**6.2.5** Open Online Short Courses - are usually open to anyone, they are free of charge courses, offered fully online where you can apply at any time and learn at your own pace, usually with no tutor, usually asynchronous learning.

**6.2.6** Online Self-Led Short Courses – as above (Open Online Short Courses) but are paid for courses, offered fully online, you can apply at any time and learn at your own pace (asynchronous learning).

**6.2.7** Online Tutor-Led Short Courses – are paid for courses offered fully online and have scheduled dates for registration and learning.

## **Section 7: Student Obligations**

**7.1** As a student on a Short Course at the University you agree to:

**7.1.1** Only use any equipment and facilities provided by us during delivery of your chosen Short Course for the stated hours.

**7.1.2** Ensure that you provide any equipment or materials required for your Short Course.

**7.1.3** Ensure that you behave in a professional manner, act politely and do not seek to cause offence when engaging with staff or others.

**7.1.4** Adhere to the University's Mission, Vision and Values.

**7.1.5** Attend all scheduled learning activities, arriving in good time whether online or on-campus.

**7.1.6** Ensure that your immigration status and/or travel documents are valid for you to engage with your learning (See clauses 7.2 and 7.3)

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

**7.1.8** Ensure that you adhere to Health and Safety rules as explained to you when you visit one of our campuses or remote locations.

**7.1.9** Ensure that you treat information and data confidentially. This includes not sharing login credentials or Short Course content with a third party.

**7.1.10** At all times adhere to the law and the Conduct Code.

**7.1.11** We reserve the right to impose conditions on your study or modify the terms of your study, as well as your access to services and facilities. This may be deemed necessary, notwithstanding anything in these T&Cs, if, in our reasonable opinion, it is necessary to comply with our duties to protect the health and safety of learners, staff, contractors, and members of the public. Additionally, such conditions or modifications may be applied to fulfil our duties regarding the safeguarding of young persons or vulnerable adults, or to comply with our obligations under the Equality Act 2010 or other statutory duties or obligations.

## **7.2 Visas**

**7.2.1** If you do not possess a UK passport, it is imperative to verify whether a visa or other necessary documentation is required for lawful travel to the UK. This documentation must explicitly permit you to engage in studies as part of our On-Campus Short Courses. Detailed information can be found on the Home Office website at <https://www.gov.uk/browse/visas-immigration/student-visas>.

**7.2.2** Determining the appropriate timeframe for visa application or acquiring other travel documents is your responsibility.

**7.2.3** It is crucial to plan ahead and allocate ample time for obtaining these documents. Please note that commencement of your selected On-Campus Short Course will not be permitted without the possession of a valid visa or necessary travel documentation.

**7.2.4** No refunds will be issued in the event of failure to secure the required travel documents.

**7.2.5** To ensure compliance, it is mandatory to submit your passport and visa/documentation at least 10 full working days before the commencement of your chosen Short Course.

### 7.3 Overseas Applications

**7.3.1** If you are apply for a Short Course from an overseas location, we may need to get in touch with you in the 14 days prior to the commencement of the Short Course starting.

**7.3.2** You are required to include your UK contact details during your application.

**7.3.3** You should not travel or book travel arrangements unless and until you receive your Confirmation to travel.

**7.3.4** We will not be liable for costs incurred (accommodation or travel) if we have not confirmed your place on a Short Course.

### 7.4 Conduct Code Agreement

**7.4.1** By registering to study on a Short Course with the University, you agree to be bound by the Code, as outlined in Annexe 2. Any breach of this Code may lead to the removal of your access to and engagement with your selected Short Course, and no refund will be provided.

## Section 8: Attendance and rescheduling

**8.1** If any Tutor-led class cannot proceed due to factors within our control, such as staff illness, we will make reasonable efforts to reschedule the class or integrate the missed hours into the remaining course sessions.

**8.2** If you miss classes due to circumstances beyond your control, like illness, it is your responsibility to catch up and independently research to ensure your understanding of the provided materials. Additional charges may apply for extra support following non-attendance, depending on the level of assistance needed. Please be aware that non-attendance does not entitle you to refunds, extra tuition, or a course transfer.

## Section 9: Events Outside of Our Control

**9.1** We are not liable for any failure to fulfil or delay in fulfilling our obligations under the Contract caused by an Event Outside Our Control.

**9.2** In the event of an Event Outside Our Control impacting our obligations under the Contract:

**9.2.1** We will notify you at the earliest opportunity;

**9.2.2** While the Event Outside Our Control persists, our Contract with you will be temporarily suspended;

**9.2.3** We will make every effort to reinstate Services promptly once the Event Outside Our Control has concluded.

## Section 10: Complaints

**10.1** We treat all complaints with utmost seriousness. If you have a complaint that couldn't be resolved informally with the involved parties, your tutor, or another appropriate person at the University, you may choose to log an official complaint. To do so please contact us directly via email at [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk), providing detailed information about your complaint.

**10.2** Upon receipt, you will receive confirmation of your complaint within 7 working days. Subsequently, we will investigate the matter and arrange a discussion, typically within 14 working days. We will communicate the actions we plan to take to address the issue within 21 working days.

**10.3** There is a four-stage complaint process outlined in Annexe 1, which provides a guide to the complaints process.

**10.4** If the complaint remains unresolved through the above process, we will:

- Inform you that we are unable to reach a resolution; and
- Provide you with necessary information, as required by law, about our alternative dispute resolution provider.

## **Section 11: Your personal information and data**

**11.1** We prioritise the safeguarding of your privacy and personal information. All information provided by you will be handled in accordance with our privacy policy, accessible at <https://www.falmouth.ac.uk/data-privacy>. This policy details the types of personal information collected, the methods and purposes of its collection, storage, utilisation, and sharing, your rights pertaining to your personal information, and procedures for reaching us or supervisory authorities for inquiries or complaints regarding your personal information.

**11.2** By submitting an application to study with us, you explicitly consent to the use and processing of your personal information in accordance with our privacy policy.

**11.3** The information maintained in our records is utilised for processing your application, maintaining communication, and delivering services and facilities. It is crucial to ensure the accuracy of this information, and thus, you are responsible for keeping your personal details current and promptly informing us of any changes or inaccuracies.

**11.4** Notification of changes to your name, country of residence, ordinary residence, or contact details is essential, and you must inform us to ensure we hold the correct information.

## **Section 12: Communication**

**12.1** To ensure that we can communicate with you, you must provide us with a valid email address, which will serve as the primary mode of correspondence. It is imperative that you promptly inform the University of any changes to your preferred email address.

**12.2** Regularly checking your emails is your responsibility, as important information regarding your application and studies will be communicated via email. Managing filters on your account is also crucial to ensure that University emails reach your "inbox" rather than being redirected to "spam" or "junk" folders. Additionally, ensure that your inbox has sufficient space to receive messages from the University.

**12.3** The University may monitor and record phone calls between you and the institution. This measure aims to verify the accurate execution of your instructions, where applicable, and contributes to enhancing services through staff training.

**12.4** It is mandatory to notify the University if you are charged or convicted of an offence, potentially leading to a custodial sentence (prison), either prior to or during your enrollment on a short course. This includes incidents outside the University premises. This disclosure allows us to collaborate with you in assessing any potential risk to your studies, as fulfilling our obligations under this agreement may be compromised if you are unable to attend for a specified period, impacting both your studies and the broader community.

## **Section 13: Cancellations and Refunds**

### **13.1 Cancellations**

**13.1.1** If you are a consumer not entering into the Contract for business purposes, and you contact us within 14 days of receiving Confirmation, you have the legal right to cancel the Contract.

Notify us in writing or by email, and a full refund of any paid Fees will be provided within 14 days of receiving your cancellation notice.

**13.1.2** No refund will be issued for cancellations made after the 14-day Cancellation Period.

**13.1.3** If you expressly request Services to commence within the Cancellation Period, your statutory right to cancel is waived. This applies to Late Applications, attending classes, or accessing digital Short Course materials.

**13.1.4** Other clauses in these T&Cs outline additional cancellation rights that do not affect your rights

**13.2** You can cancel the Contract if:

- We materially breach the Contract and fail to rectify it within 28 days of your written request, with a partial refund possible for the unconsumed part of the Short Course.
- An Event Outside Our Control prevents service provision for two weeks or more, with a partial refund depending on the occurrence's timing.
- We go into liquidation or face insolvency, resulting in a full refund.

### **13.2 Refunds**

**13.2.1** Except where expressly stated, there is no refund of Fees.

**13.2.2** If entitled to a refund:

- Refunds will be in GB£ within 14 days, usually via the original payment method.
- We are not responsible for losses due to currency exchange fluctuations.
- Refunds may take up to 30 days to reflect in your account.

**13.3** We may cancel the Contract up to 10 working days before the Short Course if demand is low. Options include transferring to another available course (with a partial refund if applicable) or cancelling for a refund.

**13.4** We may cancel if an Event Outside Our Control disrupts service provision for 4 weeks or more, or if legal rights to provide Services are lost, resulting in a refund.

**13.5** Prosecution may be pursued for fraudulent information provided by you.

**13.6** We may cancel or suspend your studies if:

- Attendance falls below minimum or expected levels required by the course (excluding for reasons outside of your reasonable control)
- Fees are not paid when they are due.
- Your immigration status is not valid or you have provided us with information which is untrue or misleading.
- You do not adhere to the Short Course Conduct Code
- You are excluded from study by the University.
- Login details are shared without permission.
- Course content is shared without permission.

## **Section 14: Fees**

**14.1** For all Short Courses with fees.

**14.2** When submitting your Application, you commit to paying the Fees for your chosen Short Course as outlined on our Website.

**14.3** Fees, unless agreed otherwise, must be paid in GB£ at the time of Application.

- 14.4** Failure to pay the Fees during the online Application or registration, as per these T&Cs, renders you ineligible to commence your selected Short Course.
- 14.5** If VAT is applicable in addition to the Fees, this will be clearly communicated on the Short Course information and our Website before payment.
- 14.6** Payment methods include: (a) Online payment using your credit or debit card. (b) Bank transfer, banker's draft, or payment sent for collection. You should request our bank details for this method and retain a transaction reference number for potential payment issues.
- 14.7** Payment by a sponsor (e.g., employer or organisation) is acceptable by prior agreement. You will need to secure written agreement from the Sponsor to pay the Fees before submitting your Application.
- 14.8** If your sponsor prefers invoicing by the University, provide a written request on their headed paper with a company purchase order accompanying your Application, covering the full Fees or specifying amounts to be paid by both parties.
- 14.9** Note that for Late Applications (as outlined in Section 15), alternative payment methods may not be feasible.

### **Section 15: Applications**

- 15.1** When you submit an application to undertake a Short Course with Us, your application is an offer to enter into a binding contract with us to purchase a place, or take a free place on a Short Course subject to these T&Cs.
- 15.2** Your application is accepted when we send you Confirmation.
- 15.3** We are free to decline or accept your application at our discretion.
- 15.4** Upon successful receipt of your fees a Contract will come into existence. The contract continues until the completion of the Short Course, unless it is cancelled earlier in line with Sections 13 and 14.
- 15.5** In the case of free courses, a Contract will come into existence on receipt of the application and our acceptance of the application onto the Short Course and run until the completion of the course or 12 months, whichever occurs first.
- 15.6** It is your responsibility to check that your application has been received and that you are able to engage with the learning on the specified dates.
- 15.7** Applications should be received no later than 14 days prior to the Short Course commencing, if we receive the application less than 14 days in advance you waive your statutory right to cancel with a full refund.
- 15.8** If your application is submitted within 5 working of the Short Course commencing we cannot guarantee that you will receive the Confirmation prior to the start of the Short Course. In these cases we may attempt to provide confirmation by telephone. Please contact us if you have not received instructions on how to join the Short Course 24 hours prior to the course commencing. Contact us at: [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk)

### **Section 16: Compliance and Service Quality**

- 16.1** The provision of Services complies with English law.
- 16.2** We reserve the right to make necessary changes to the Services to ensure compliance with applicable laws, regulatory standards, or academic quality requirements. Such alterations will be made without materially affecting the nature or quality of the Services, and we will notify you of any such changes
- 16.3** We use reasonable endeavours to:
- Ensure that the Services align with the description provided on our Website in all material

aspects.

- Adhere to the agreed-upon timetable for Service delivery as outlined on our Website or otherwise mutually agreed upon. However, you acknowledge that dates, campus locations, as well as tutors and lecturers providing the Services, may undergo occasional changes.

## **Section 17: Our Liability**

**17.1** We do not impose limitations or exclusions on our liability in the following instances:

- Fraudulent misrepresentation or fraud.
- Personal injury or death caused by our negligence, or the negligence of our agents, subcontractors, or employees.
- Any other losses not excluded by applicable law.

**17.2** In the event of non-compliance with the Contract by us, we bear responsibility for damages or losses resulting from our negligence or a breach of the contract, as long as such damages are reasonably foreseeable. A reasonably foreseeable loss or damage is one that is reasonably obvious as a consequence of our breach or was reasonably contemplated by both parties at the time the Contract came into effect.

## **Section 18: Intellectual Property, Use and Ownership**

**18.1** All intellectual property rights in course materials are either owned by us, our licensors, or both, as applicable. Intellectual property rights encompass rights such as copyright, trademarks, domain names, design rights, database rights, patents, and all other intellectual property rights, whether registered or unregistered, worldwide. We and our licensors retain all rights in any intellectual property associated with these T&Cs. This includes our and their ownership and the freedom to use them as we and they deem appropriate.

**18.2** These T&Cs do not grant you any legal rights in the course materials beyond what is necessary to receive the Services. Sharing the materials with anyone else is strictly prohibited.

## **Section 19: Online Short Courses**

**19.1** Upon Confirmation, you will gain access to the learner area of the Virtual Learning Environment (VLE) for the duration of your chosen Short Course, unless otherwise notified.

**19.2** Online courses adhere to UK and USA sanctioned country lists, restricting access for residents or citizens in these countries.

**19.3** Except for self-paced courses, you will receive notification of the final submission date for your Short Course, typically not less than 1-6 months from the commencement. Completion of learning and assessment activities is required by this date, and access to learning materials may continue post-submission if completed earlier.

**19.4** Online open courses must be completed within 12 months of commencement; access ceases after this period unless specified otherwise during registration.

**19.5** Non-compliance with 19.11 may impede Short Course progress.

**19.6** Connection issues affecting others may lead to your removal until the issue is resolved.

**19.7** Technical problems post-purchase are not our responsibility; technical support is not provided.



**19.8** Reasonable efforts are made for uninterrupted Short Course availability, but we cannot guarantee an error-free service. Platform suspension for maintenance or upgrades may occur.

**19.9** Keep separate copies of uploaded work; we accept no liability for data loss.

**19.10** Learning materials cease after the course end date, regardless of completion status.

**19.11** You agree to:

- Provide suitable computing equipment for Short Course engagement, including hardware, software, and internet bandwidth.
- Ensure necessary equipment and materials are available, as specified in course materials.

**19.12** Downloading Short Course materials is allowed for personal, non-commercial use only. Reproduction, modification, sharing, or distribution of online Short Course content is prohibited.

**19.13** Collaboration may involve sharing learning material on the platform. However, recording, reproducing, or distributing content created by other learners outside the platform is forbidden.

**19.14** Uploaded material confirmation includes entitlement and non-infringement of others' rights.

**19.15** Content sharing must comply with the law. Unlawful or discriminatory material is prohibited.

**19.16** We are not obligated to monitor uploaded content; we accept no responsibility for it.

**19.17** Any breach of T&Cs may lead to platform access suspension or material removal.

**19.18** Uploaded material may be used by us for course purposes and promotional materials unless notified otherwise.

**19.19** Third-party links are provided for reference only; we do not endorse or control the associated content.

**19.20** Third-party service providers may be used; it is your responsibility to ensure access compliance.

**19.21** Your chosen location, hardware, and infrastructure must comply with health and safety regulations.

## **Section 20: Rights of Others**

**20.1** This Agreement does not confer any rights under the Contracts (Rights of Third Parties) Act 1999 for the enforcement of any terms by third parties.

**20.2** The rights of parties to rescind or modify this agreement are not subject to requiring the consent of any other party.

**20.3** No entity or individual, except for You or Us, possesses the right to enforce any of these T&Cs.

## **Section 21: Under 18's**

**21.1** Your Application cannot be accepted unless you are 18 years old or above, unless the selected Short Course is explicitly promoted for individuals under 18. By submitting your Application for a Short Course not designated for persons under 18, you affirm that you are 18 years old or older. If you proceed with your Application and it is later revealed that you are under 18 on a Short Course designated for those 18 and above, we reserve the right to cancel this Contract by providing written notice to you. There is no upper age limit.

## **Annexe 1: Short Course Complaints Process**



The following process outlines a four stage complaint process for students undertaking Short Courses at Falmouth University.

**Stage 1:** The student raises concerns informally with a tutor or instructor leading their course where both parties seek to resolve the matter to a mutually agreed conclusion.

**Stage 2:** If the matter is not or cannot be resolved at Stage 1, the student should email [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk). Please ensure that you let us know that you are making a complaint. The complaint will be reviewed by the Senior Head for the Academy of Continuing Education or another equivalent level role. We will acknowledge receipt of your complaint within seven working days, we will arrange an opportunity to discuss your complaint typically within 14 days and provide you with a conclusion within 21 days.

**Stage 3:** Where the matter cannot be resolved at Stage 2, the complaint is escalated to Stage 3. At Stage 3, the University will liaise with our Quality Assurance Team and others as appropriate to try and 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 21 Days.

**Stage 4:** Where the matter is not resolved at Stage 3, the complainant is able to escalate the matter to the Office of the Independent Adjudicator. The University will supply relevant details to the complainant to support their complaint.

## Annexe 2: Short Course Conduct Code

This Code is established to ensure fair procedures for promoting reasonable behaviour among students during their enrolment in a Short Course. Students are expected to:

- Adhere to the Terms and Conditions outlined for Short Courses
- Adhere to Health and Safety guidelines
- Adhere to Equality and Diversity principles
- Respect all University facilities and learning environments provided to them
- Adhere to The Data Protection Act 2018 and copyright legislation.

If there is cause for concern regarding a student's unacceptable behaviour, the student may face cancellation of their place on the Short Course.

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## UNIVERSITY

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 Short Course. The University expects students to:

- Exercise good sense and consideration towards others, respecting differences, and using University facilities or services with care.
- Avoid interfering with the normal functioning of the University, its facilities, or services, and refrain from bringing the University into disrepute through their actions.
- Refrain from presenting others' work as their own.
- If a student experiences inappropriate or unacceptable behaviour, they have the right to use the University's Short 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. If the issue remains unresolved, contact [shortcourses@falmouth.ac.uk](mailto:shortcourses@falmouth.ac.uk) with your concerns.

**This Code is effective as of January 2024, and we reserve the right to modify it at any time.**