

Booking Terms and Conditions for Short Courses and Online Short Courses

1. Introduction and interpretation

1.1 These terms and conditions (“Terms”) apply to all training courses provided by UAL Short Courses Limited (“we” “us” or “our”) at Camberwell College of Arts, Central Saint Martins, Chelsea College of Arts, London College of Communication, London College of Fashion and Wimbledon College of Arts to consumers.

1.2 In these Terms, the following expressions have the following meanings:

“Application” means your application for a place on the Course, made via submitting your Booking Form;

“Booking Form” means the online or paper Booking Form supplied by us and completed by you;

“Course” means the course and mode of study set out on the Website in the course synopsis, to include for the avoidance of all doubt, Online Short Courses, or such alternative course that you and we subsequently agree that you will undertake;

“Event Outside Our Control” means an event or circumstances beyond our reasonable control, including extreme adverse weather conditions, power failure, loss of internet or poor connectivity, urgent or necessary maintenance that may arise from time to time, technical problems, strikes, and acts of god;

“Fees” means the tuition fees and administration fees payable by you in relation to the Course;

“Online Short Course” means a Course that we deliver online through our VLE.

“Services” means the teaching services and related teaching materials that we will provide in relation to the Course;

“Short Course Office” means our college short course office, the address of which will be provided to you in the joining instructions sent to you prior to the commencement of the Course and our website;

“Website” means our pages on the University of the Arts London website at <http://www.arts.ac.uk/study-at-ual/short-courses/>; and

“VLE” means the proprietary online virtual learning environment that we use to deliver our Online Short Courses.

1.3 Where examples are given in these Terms by using words or phrases such as “including” or “for example” this will not restrict the meaning of the general related

words.

1.4 Reference in these terms to “working days” are to days other than Saturdays and Sundays and public holidays.

2. About us and how to contact us

UAL Short Courses Limited is a wholly owned trading subsidiary of the University of the Arts London specialising in short courses and related educational services. The University of Arts London is made up of the following constituent colleges: Camberwell College of Arts, Central Saint Martins, Chelsea College of Arts, London College of Communication, London College of Fashion and Wimbledon College of Arts. UAL Short Courses Limited is registered in England and Wales with company number 02361261. The registered office address is 272 High Holborn, London, WC1V 7EY. You can contact us by going to our website address <http://www.arts.ac.uk/study-at-ual/short-courses/>. At the bottom of this page, <Click> on the college that your Course is booked with. At the bottom of the college page is the full address and phone number for each Short Course Office.

College Short Course Office email addresses are as follows:

CCW: shortcourses@chelsea.arts.ac.uk

CSM: shortcourse@csm.arts.ac.uk

LCC: shortcourses@lcc.arts.ac.uk

LCF: customerservices@fashion.arts.ac.uk

3. Bookings

3.1 Your Application is an offer to us to enter into a binding contract with us to purchase a place on the Course. We are free to accept or decline your Application at our absolute discretion. Your offer is only accepted when we send you written confirmation that your Application is accepted or that we are able to offer you a place on the Course (the “Confirmation”).

3.2 At the point of our Confirmation, a contract will come into existence between us and you (the “Contract”). The Contract will continue until the completion of the Course, unless it is cancelled earlier in accordance with these Terms.

3.3 The Contract will be subject to these Terms and the Booking Form. We consider that these Terms and the Booking Form set out the entire agreement between you and us in relation to the Course.

3.4 Please check that the details in these Terms and the Booking form are complete and accurate. If you think that there is a mistake in the Terms or the Booking Form or that they do not contain relevant information that you are relying on, please notify us and ask us to confirm any agreed changes in writing before you submit your Application.

4. Late applications

4.1 If your Application is submitted within 5 working days of the Course commencing, we cannot guarantee that the Confirmation will reach you before the Course starts. In these circumstances, we will normally provide confirmation by phone or email.

4.2 If you submit your Application within 5 working days of an Online Short Course commencing and you do not receive a response from us with joining instructions together with login details for the Course within 24 hours, please contact the Short Course Office. You are responsible for checking the status of your Application.

5. The services

5.1 We will use our reasonable endeavours to ensure that the Services meet the description set out on our Website in all material respects.

5.2 We will use our reasonable endeavours to comply with the timetable for the delivery of the Services which is set out on our Website or otherwise agreed between us. However, you agree that dates and locations for delivery of the Services and the tutors and lecturers providing the Services may be subject to change from time to time.

5.3 We may make any changes to the Services which are necessary to ensure that they comply with any applicable law or satisfy requirement or which do not materially affect the nature or quality of the Services, and we will notify you of any such changes.

6. Your obligations

6.1 You agree to:

(a) maintain an immigration status that entitles you to undertake the Course,

(b) attend classes for the Course regularly and on time;

(c) ensure that you have a level of spoken and written English sufficient to allow you to participate in the Course (by way of a guideline, if English is not your first language, we would expect you to have an IELTS score of 4.5 for practical courses and 6.0 for lecture courses);

(d) refrain from using any audio or visual recording equipment during classes or practical sessions;

(e) comply with our health and safety rules as notified to you from time to time, including by wearing suitable clothing and footwear for practical classes;

(f) conduct yourself in a professional and courteous manner and refrain from causing offence or nuisance to us, our staff or other students;

(g) provide the equipment and materials that we advise you to on the Website or in the Course induction information required for the Course;

(h) only use any facilities and equipment provided by us during the stated hours for delivery of the Course;

(i) not provide access to, or share login details or content of Courses with any third parties.

7. Fees and payment

7.1 The Fees payable are as published on the Website.

7.2 Fees are payable in GBP.

7.3 The Fees are payable at the same time as you submit your Booking Form. If we do not accept your booking, we will refund to you any Fees you have paid within 14 days of rejecting your booking.

7.4 If you do not pay the Fees in accordance with these Terms you will not be entitled to start the Course.

7.5 All Fees stated are inclusive of VAT.

7.6 Fees can be paid by the following methods:

7.6.1 on-line by using your credit or debit card;

7.6.2 by bank transfer, banker's draft or a payment sent for collection. There will be an additional charge of £30 to cover bank charges. Please ensure you provide a transaction reference number;

7.6.3 Our bank details for the purpose of paying the Fees are available on request.

7.7 If your employer or organisation is paying the Fees and wishes to be invoiced, please write to us on their headed paper and send a company purchase order with your Application. Payment is required within 30 days or the date specified in paragraph 7.3, whichever comes first.

8. Minimum age requirement

8.1 We cannot accept your Application unless you are aged 18 or over, unless the Course is specifically advertised as being for persons under that age. By submitting your Application for any Course not advertised as being for persons under 18, you warrant that you are aged 18 or over. If this turns out to be incorrect, we will be entitled to cancel the Contract on written notice to you.

9. Overseas applications

9.1 If you are travelling from overseas we may need to contact you in the two weeks prior to the Course starting. You must include your contact details in the UK when you submit your Application.

9.2 You should wait to receive our confirmation before making any travel arrangements. We will not be responsible for any travel or accommodation costs you incur if we do not offer you a place on the Course.

10. Visas

10.1 If you do not hold a UK/EU/EEA

passport you will need a visa to travel and that allows you to study in the UK in order to take one of our Courses. For information please see the Home Office website <https://www.gov.uk/government/organisations/uk-visas-and-immigration>.

10.2 It is your responsibility to determine how far in advance you need to apply for a visa, and to allow sufficient time to obtain a visa.

10.3 We will not allow you to join the Course if you do not have a visa that allows you to study and you must present your passport and your visa to the Immigration Compliance Administrator at 272 High Holborn, London, WC1V 7EY at least 2 full working days before the start of the Course.

10.4 This paragraph 10 is not applicable to Online Short Courses.

11. Your legal cancellation rights

11.1 If you are a consumer and are not entering into the Contract for purposes connected with a business then you have a legal right under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 to cancel the Contract within 14 days (the "Cancellation Period") without giving any reason. The Cancellation Period will expire 14 days after the date of our Confirmation.

11.2 To cancel within the Cancellation Period you must inform us by completing the online short course cancellation request form. This can be located at <http://www.arts.ac.uk/study-at-ual/short-courses/short-course-booking-terms--conditions/> - the online form for each college is at the bottom of the page. If you are unable to complete an on-line form please inform us in writing at the College Short Course Office. For the College Short Course Office email addresses please see paragraph 2.

11.3 We will not start providing the Services to you during the cancellation period unless you expressly request us to do so.

11.4 If you cancel the Contract in accordance with paragraph 11.1, we will refund the Fees you have paid within 14 days of the date on which you inform us that you wish to cancel. However, if you have expressly requested that we start providing the Services within the Cancellation Period, for example by attending the course, then we will be entitled to charge you a reasonable sum for the Services provided based on the proportion of the Course you have undertaken and the total Fees and we can deduct this sum from any refund payable to you.

11.5 The other paragraphs of these Terms set out your other rights to cancel the Contract which are in addition to and do not affect your rights under paragraph 11.1.

12. Your other cancellation rights

12.1 You may cancel the Contract after the Cancellation Period but before the Course starts by giving us written notice.

12.2 If you give us written notice to cancel the Contract outside the Cancellation Period but at least 28 days before the Course starts, you will be entitled to a refund of the Fees you have paid, less an administrative charge of £30.

12.3 If you give us written notice to cancel the Contract outside the Cancellation Period and fewer than 28 days before the Course starts, you will not be entitled to any refund of the Fees unless you are able to find a replacement student to take your place on the Course. In which case you will be entitled to a refund of the Fees paid. This service is subject to an administration charge of £30.

12.4 You may also cancel the Contract at any time if:

12.4.1 we break the Contract in a material way and do not correct the situation within 14 days of you asking us in writing to do so;

12.4.2 an Event Outside Our Control prevents us from providing the Services when we are supposed to for 2 weeks or more; or

12.4.3 we go into liquidation or a receiver or administrator is appointed over our assets, in which case we will refund the Fees in full.

12.5 Refunds payable under this paragraph 12 may take up to 14 days to process.

13. Our cancellation rights

13.1 We may cancel the Contract no later than 10 working days before the Course starts (unless it is an Online Short course, in which case the period is reduced to 5 working days) if there is low demand for the Course in which case you can either:

13.1.1 transfer onto an alternative available course (and receive a partial refund of the Fees if the fees for the alternative course are less than the Fees); or

13.1.2 cancel the Contract and receive a refund of the Fees.

13.2 We may cancel the Contract if an Event Outside Our Control prevents us providing the Services when we are supposed to for 4 weeks or more or if we lose our right for the purposes of relevant legislation to provide the Services, in which case we will refund any Fees paid.

13.3 We may cancel the Contract or suspend you from the Course on written notice to you if:

13.3.1 your attendance falls below reasonably acceptable levels (other than for reasons outside your reasonable control);

13.3.2 you do not pay the Fees when you are supposed to;

13.3.3 we discover that you do not have an immigration status entitling you to un-

dertake the Course; or

13.3.4 you break the Contract in a material way and do not correct the situation within 14 days of us asking you in writing to do so.

13.3.5 you give your login details to any third party without our prior written permission;

13.3.6 you share Course content with any third party without our prior written permission.

14. Payment of refunds

14.1 If you become entitled under these Terms to receive a refund then:

14.1.1 refunds will be paid in GBP and we will not be responsible for any losses you suffer as a result of currency exchange fluctuations or exchanges;

14.1.2 we will endeavour to pay refunds by the same means as you paid the Fees.

15. Postponement of classes

If a class is postponed for reasons for which we are responsible, including staff illness, we will make every reasonable effort to reschedule the class or to add the missed hours on to the remaining Course classes. We apologise for this inconvenience and urge you to ring the Short Course Office if you have any concerns.

16. Transfers and substitutions

16.1 You may transfer onto an alternative Course as long as:

16.1.1 a place on a suitable alternative Course is available;

16.1.2 you make your written request at least one month before the original Course is due to start or, if make your request later than this, another student can be found for your place;

16.1.3 you pay the difference between the Fees you have paid and any increased or additional fees applicable to the alternative course;

16.1.4 you have not already transferred between courses on a previous occasion; and

16.1.5 you pay us an administrative charge of £30.

16.2 You may transfer your place on the Course to a substitute student as long as:

16.2.1 you notify us in writing of the substitute student's name no later than 1 week before the Course starts;

16.2.2 the substitute satisfies all of the requirements set out in these Terms and conditions;

16.2.3 this is subject to an administrative charge of £30.

16.3 You may not transfer to another Course once your Course has started.

17. Non-attendance

17.1 Non-attendance at classes due to reasons other than our default does not entitle you to refunds, extra tuition or a transfer.

17.2 If, for reasons outside your reasonable control (such as illness) you miss classes, we will use our reasonable endeavours to offer you additional support, subject to you paying our additional charges.

17.3 In the case of Online Short Courses, in the event that you are unable to attend a class via the VLE, we shall use reasonable efforts to provide you access to an archived recording of the class.

18. Events outside our control

18.1 We shall not be responsible for any failure to perform or delay in performing our obligations under the Contract that is due to an Event Outside Our Control. If an Event Outside Our Control takes place which affects our obligations under the Contract then:

(a) we will contact you as soon as reasonably possible to notify you;

(b) our obligations under the Contract will be suspended and our time for performance extended for the duration of the Event Outside Our Control; and

(c) we will restart the Services as soon as possible when the Event Outside Our Control is over.

19. Our liability to you

19.1 If we fail to comply with the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

19.2 We do not exclude or limit in any way our liability for:

(a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

(e) defective products under the Consumer Protection Act 1987.

20. Certificates

20.1 A certificate of attendance will be

issued to you in the name specified in your Application Form, if you have attended at least 80% of the sessions on the Course.

20.2 As expressly stated on the website, we only issue certificates of attendance and not certificates of attainment of a particular grade, qualification or standard.

20.3 Certificates of attendance will usually be issued in person. If you require your certificate to be posted, you will be required to provide a stamped addressed envelope.

20.4 In the case of Online Short Courses, you will receive by email a certificate of attendance at the end of your course in accordance with paragraphs 20.1 and 20.2. Non-attendance of any classes of the Course cannot be substituted by viewing archives.

20.5 If you lose your certificate of attendance, replacements can be provided up to one year from completion of the Course, subject to you paying an administration charge of £25.

21. Online Short Courses

21.1 Access to an Online Short Course will remain in place for a maximum of 3 months after the Online Short Course comes to an end at which point you will no longer be able to access to it or the VLE.

21.2 The Online Short Course content has been created by tutors who are predominantly based in the United Kingdom and as such caters to the environment and culture in the United Kingdom. Whilst it is not their intention, it is possible that such Course content may cause offence to cultural or religious sensitivities.

21.3 You agree to:

(a) ensure that you will be present on the VLE to attend the Online Short Course at the scheduled times for the entire duration of the sessions, which are always stated as UK time and factoring in the changes in time between GMT to BST;

(b) use computing equipment which meets the minimum requirements for hardware, software and internet bandwidth as listed on <https://blackboard.secure.force.com/publickbarticleview?id=kAB-700000008P8m>

and <http://www.arts.ac.uk/csm/courses/short-courses/short-courses-online/frequently-asked-questions/>; and

(c) ensure you have the right equipment and materials as prescribed in the "Materials" section in your Course description.

21.4 You acknowledge and agree that failure to comply with paragraph 21.3 may limit your progress on the Online Short Course.

21.5 If there are problems with your connection to the VLE which disrupt other students who are enrolled on the Online Short Course, we reserve the right to remove you from the Online Short Course until you

have been able to resolve the issue.

21.6 We cannot be held responsible for any technical problems you encounter following the purchase of an Online Short Course. We are unable to provide any technical or content support to individuals who have purchased an Online Short Course.

21.7 We will use reasonable endeavours to make an Online Course available but cannot guarantee uninterrupted, timely or error-free availability or that defects will be corrected. We reserve the right to suspend access to the VLE and Online Short Course for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the VLE.

21.8 You should always keep separate copies of work you upload onto the VLE. To the extent permitted by law, we accept no liability whatsoever for loss, destruction or corruption of or to data or content uploaded onto the VLE.

22. Online Short Courses: content, access, sharing and reproduction

22.1 Without prejudice to paragraph 22.3, you agree that you will not record, reproduce, download, modify, re-publish, sub-license, sell, share, broadcast, transmit, make available, disseminate or distribute in any way any of the content provided as a part of your Online Short Course.

22.2 Without prejudice to paragraph 22.4, you further agree not to record, reproduce, download, modify, re-publish, sub-license, sell, share, broadcast, transmit, make available, disseminate or distribute in any way any content created or uploaded by other students as available on the VLE.

22.3 You may download and use Online Short Course materials where available, for your own personal, non-commercial use only.

22.4 You acknowledge that due to the interactive nature of the Online Short Courses, at times it may be appropriate for you and other students to reproduce, download, modify, adapt and/or re-publish other students' material uploaded onto the VLE in relation to the Online Short Course and you agree that other students may do this in relation to content that you upload.

22.5 When you upload material to the VLE as part of your Online Short Course, you confirm that you are entitled to upload this material for this purpose and that this will not in any way infringe any other person's rights.

22.6 You will not upload or share with other students or tutors any material which is 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.

22.7 You agree that we shall be under no obligation to monitor, screen or censor any of the content that you or any third party upload to the VLE. To the fullest extent permitted by law, we accept no responsibility for any such content.

22.8 We reserve the right to suspend access to the VLE or remove any material you upload or share with other students or tutors in breach of these Terms.

22.9 By uploading material to the VLE, you give us the right to use the material in any part of our courses and to include your material in our own online and print material for promotional purposes. If you do not wish to give us right to use your uploaded material you must notify us in writing by emailing us at the College Short Course Office prior to the commencement of the course.

22.10 The VLE and Online Short Course materials may contain links or embedded links to third party content and websites. These links are provided for your reference only and we do not endorse the content or the operations associated with them. We have no control over such content and cannot accept any liability for such third party content. You should be aware that accessing such content will be subject to third party terms of use and privacy policies.

22.11 Online Short Courses regularly makes use of third party service providers like Google, Facebook, Twitter, You Tube, Vimeo etc. some of which might be blocked in some countries. You acknowledge that it is your sole responsibility to ensure you are able to access the content of Online Short Courses including content on third party service providers. If you require further advice as to what service providers will be used on any Online Short Course, please contact the College Short Course Office.

22.12 We are not responsible for the location, hardware and infrastructure you choose to access VLE from and as such it is your responsibility to comply with any necessary health and safety regulations that apply.

23. Data protection

23.1 Your privacy and personal information are important to us. Any personal information that you provide to us or that we receive or collect about you will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

23.2 Our Privacy Policy is available at <https://www.arts.ac.uk/study-at-ual/short-courses/ual-short-courses-ltd-privacy-statement>

24. Complaints

If you have any complaints about the Services, please raise this with us by contacting the Short Course Office.

25. Your rights as a consumer

As a consumer, you have legal rights in relation to the Contract which are not affected by these Terms. Advice about your rights may be available from your local Citizen's Advice Bureau.

26. Other important terms

26.1 We may transfer our rights and obligations under any Contract to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under the Contract.

26.2 Except as set out in paragraph 16.2 you may not transfer your rights or obligations to any other person.

26.3 The Contract is between you and us. No other person shall have any rights to enforce any of its terms.

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

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

26.6 These Terms and the Contract are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.