

## CPD Terms and Conditions

### University of the Arts London, Awarding Body

#### 1. Introduction and interpretation

1.1. These Terms and Conditions ("Terms") apply to the provision of all CPD courses other than the bespoke tailored CPD courses ("Bespoke CPD Courses") provided by University of the Arts London Awarding Body ("we", "us" or "UAL").

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

"Approved Centre" means a teaching provider that has been granted approval to deliver certain qualifications by UAL Awarding Body.

"Booking Form" is the online form supplied by us on which you request us to provide you with a place on the course.

"Confirmation" has the meaning given in paragraph 3.1 of these Terms.

"Contract" has the meaning given in paragraph 3 of these Terms.

"Course" means the course or courses set out in the Booking Form or such alternative course that you and we subsequently agree that you will undertake.

"Data Protection Laws" means the General Data Protection Regulation (2016/679/EC) (GDPR), the Data Protection Act 2018 and all applicable laws and regulations relating to processing of personal data and privacy, including any guidance and codes of practice issued by the Information Commissioner from time to time.

"Event Outside Our Control" means an event or circumstances beyond our control including but not limited to any act of God such as fire, flood, drought, earthquake or other natural disaster, acts of terrorism, war, civil disturbance, strike, lockout, industrial action or compliance with any law, judgement, governmental order, rule, regulation or direction.

"Fees" means the tuition fees and administration fees payable by you in relation to the course.

"Privacy Policy" means our policy on the collection and use of your personal data in force from time to time and that is available to view at [www.arts.ac.uk/privacy-information](http://www.arts.ac.uk/privacy-information).

"Printed Marketing Materials" means any printed marketing materials which we publish in relation to the course.

"Services" means the teaching services and related teaching materials that we will provide in relation to the course.

"Website" means our website at [www.arts.ac.uk/partnerships/ual-awarding-body/continuing-professional-development](http://www.arts.ac.uk/partnerships/ual-awarding-body/continuing-professional-development).

## 2. About us and how to contact us

We are University of the Arts London, a Higher Education Corporation and exempt charity for the purposes of the Charity Act 1993. Our main place of business is at 272 High Holborn, London, WC1V 7EY. You can contact us at this address, or:

- a) via our Website
- b) by e-mail at: [ual.cpd@arts.ac.uk](mailto:ual.cpd@arts.ac.uk)

## 3. Reservation and confirmation

- 3.1. When you complete and submit your Booking Form you are making an offer to UAL to purchase the Course referred to in the Booking Form in accordance with these Terms. Your offer is only accepted when we send to you a confirmation email accepting your booking ("**Confirmation**"), at which point and on which date a contract will come into existence between UAL and you for the supply by UAL to you of the Services (and any related services and/or goods referred to in the Booking Form) (the "**Contract**"). The terms of the Contract are set out in these Terms.
- 3.2. The Terms and any document, policy and regulations referred to in them constitute the entire agreement between us and you. You acknowledge that you have not relied on any statement, promise or representation made by us or on our behalf which is not set out in these Terms or the Printed Marketing Materials or the Website.
- 3.3. The Contract will commence on the date of the Confirmation and shall continue until completion of the Course, unless it is cancelled earlier in accordance with these Terms.
- 3.4. If you have particular support needs or disabilities which may affect your ability to undertake all or part of the Course, you are encouraged to disclose these in the appropriate sections of the Booking Form or by contacting us via email prior to the event.

## 4. Our Services

- 4.1. We will use reasonable endeavours to provide the Services in all material respects in accordance with the description set out in the Printed Marketing Materials and/or the Website.
- 4.2. We will use reasonable endeavours to comply with the timetable for the delivery of the Services which is specified in the Printed Marketing Materials and/or the Website. However, you agree that dates and locations for delivery of the Services, and/or the Course facilitators may be subject to changes from time to time.

- 4.3. We may make any changes to our Services and/or any Course which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services and/or the Course, and we shall notify you in any such event.
- 4.4. We will provide the Services with reasonable care and skill.
- 4.5. All intellectual property rights (of whatever nature) in, or arising out of or in connection with, the Services (including any training or other materials) shall be owned by us.

## 5. Your Obligations

- 5.1. You agree that:
  - a) the information you have provided on the Booking Form is true, accurate and complete;
  - b) you will pay the Fees in accordance with these Terms, and if you are from an Approved Centre and have requested invoice payment method, you confirm that you have the necessary authorisations from your institution and/or Approved Centre to do so and will provide all relevant details requested by UAL to process payment;
  - c) you, or any substitute delegate you have nominated in accordance with these Terms will attend the Course;
  - d) you will not make or seek to make any photographic, video or auditory recording using any technological or digital recording device of any Course you attend except with the express prior consent of the Course facilitator;
  - e) you will not publish, copy, reproduce, circulate or distribute any of the training materials for the Course (in whole or in part) to any third party organisation or educational institution not including your sponsoring institution or Approved Centre;
  - f) at all times whilst you are on UAL premises or using UAL systems you will abide by such policies and procedures in relation to health and safety, privacy and conduct in force from time to time that are notified to you by us.

## 6. Your Cancellation Rights

- 6.1. You may, subject to clause 6.3, cancel the Contract and your place on the Course within fourteen (14) days beginning from the day after the day we send the Confirmation to you (the "**Cancellation Period**") without giving any reason. The Cancellation Period will expire fourteen (14) days from the day after the date of our Confirmation. To cancel the Contract and your place on the Course you must inform us by clear statement by e-mailing us using the contact details set out in clause 2. We will confirm your cancellation by e-mail to you.
- 6.2. We will not start providing the Services to you during the Cancellation Period unless you expressly request us to do so.
- 6.3. If you cancel the Contract and your place on the Course in accordance with paragraph 6.1 above, we will refund the Fees you have paid within fourteen (14)

days of the date on which you inform us that you wish to cancel the Contract and your place on the Course. However, if you have expressly requested that we start providing the Services within the Cancellation Period in accordance with paragraph 6.2 (including if you have submitted your Booking Form on or less than fourteen (14) days before the date on which the Course is scheduled to be held) then except in the circumstances set out in paragraph 6.4 you will not be entitled to receive any refund in the event that you cancel the Contract and your place on the Course.

**6.4.** You may cancel the Contract if:

- a) we break the Contract in a material way and do not correct the situation within fourteen (14) days of you asking us in writing to do so; and/or
- b) an Event Outside Our Control prevents us from providing the Services when we are supposed to and there is no suitable alternative date for the Course you had booked to attend, or an alternative course which you may choose to attend in place of the Course, within a reasonable time;

in which case we will refund any Fees that you have paid.

## **7. Course or Delegate Substitution**

**7.1.** You may transfer onto an alternative Course (subject to availability of places and payment of any additional Fees due in relation to such alternate Course) or substitute another delegate to attend the Course you have booked in your place by e-mailing us at the address given in clause 2 by no later than ten (10) days prior the Course commencement. We will give you a credit for all Fees you have paid to apply to any such transfer or substitution.

## **8. Our cancellation rights**

**8.1.** We may cancel a Course no later than five (5) working days before a Course starts if the number of bookings which we have received for the Course are low, such that it is not reasonably commercially viable for us to run the Course. If we cancel the Course in this way you can either:

- a) transfer onto an available alternative Course;
- b) or cancel the Contract and receive a full refund of the Fees you have paid.

**8.2.** We may cancel the Contract if an Event Outside Our Control prevents us providing the Services when we are supposed to and we are not able to offer you an alternative date for the Course, within a reasonable period of time, in which case we will refund any Fees that you have paid.

## **9. Fees and payment**

**9.1.** The Fees payable are set out in the Printed Marketing Materials and/or on the Website. The Fees quoted are in pounds sterling and are inclusive of VAT.

**9.2.** The Fees must be paid by you promptly at the time of making your booking, or if the Fees are to be paid by the institution or an Approved Centre named on your Booking

Form on issue of an invoice then payment must be made within thirty (30) days of the date of our invoice.

### 9.3. Fees may be paid as follows:

- a) for bookings made via our online Booking Form all Fees are payable in full by credit or debit card, or via PayPal using our dedicated on-line store (<https://estore.arts.ac.uk/>) ("our **Store**") at the time you make your booking for the Course;
- b) If you are booking through an Approved Centre and require a separate invoice to be raised, you will need to email us at the address given at paragraph 2 with the details of the person or department authorising the payment including a contact name, e-mail address, and any purchase order number if required to be specified on the invoice. Invoices are required to be paid within thirty (30) days of issue.
- c) additional terms apply to the use of our Store, these are located at: <https://estore.arts.ac.uk/help/terms-and-conditions>. In the event of any conflict, these CPD Terms and Conditions take priority over the additional terms.

9.4. If you, or your nominated substitute delegate, do not attend the Course you will not be entitled to any reduction and/or refund in the Fees.

## 10. Our Liability to You

10.1. Except as set out in paragraph 10.2 below, in no event shall our liability to you arising out of or in connection with any Contract (whether caused by our negligence or our breach of the Contract) exceed the total amount of the Fees which you have paid to us under that Contract.

10.2. Nothing in these Terms shall exclude or limit our liability to you for death or personal injury resulting from our negligence, or for fraud or fraudulent misrepresentation, or for any matter for which it would be illegal or unlawful for us to exclude or limit our liability.

10.3. This paragraph 10 shall survive termination of the Contract.

## 11. Data Protection Notice

11.1. We process personal data in accordance with the Data Protection Laws. We will use your data as set out in our Privacy Policy: [www.arts.ac.uk/privacy-information](http://www.arts.ac.uk/privacy-information)

## 12. Events Outside Our Control

12.1. 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; and
- b) we shall either offer you the opportunity to attend the Course on another date, or transfer to an alternative Course, or if neither such option is available or suitable to you then;
- c) we shall cancel the Contract and refund any Fees you have paid.

### **13. Complaints**

If you have any complaints about the Services, you can raise these with us in accordance with our complaints procedures. Please email us at the address given at paragraph 2 for further information.

### **14. 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 and online at <https://www.citizensadvice.org.uk>

### **15. Other important terms**

- 15.1.** 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.
- 15.2.** The Contract is between you and us. Subject to clause 15.1 no other person shall have any rights to enforce any of its terms. You may not transfer your place on the Course to any other person unless you notify us in advance in accordance with clause 7.
- 15.3.** If any provision of these Terms is held to be illegal, invalid or unenforceable, this shall not affect the legality, validity and enforceability of the other provisions of these Terms. In this event, if such provision would be legal, valid and enforceable if some part of the provision were modified, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 15.4.** No failure or delay by us to exercise any right under a Contract shall be deemed to be a waiver of that right, nor preclude the exercise or enforcement of it at any later time.
- 15.5.** 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.