

SHORT COURSE TERMS AND CONDITIONS

1. Interpretation

“Booking Form”	Means the online form supplied by Northumbria and completed by the Delegate
“Course Lead”	Means the main point of enquiry for the course as detailed on the CPD Course Web Page of Northumbria’s website
“Fees”	Means the tuition fees and administration fees payable by the Delegate in relation to the Short Course
“Northumbria”	The University of Northumbria at Newcastle, Sutherland Building, College Street, Newcastle upon Tyne, NE1 8ST
“Short Course”	The short course and mode of study set out on Northumbria’s website which shall be delivered in English
“Delegate”	A person intending to enrol or attending the University on a Short Course

2. Introduction.

These Terms apply to all Short Courses delivered by Northumbria and to anyone booking a Short Course.

3. Bookings

3.1. Bookings for all Short Courses must be completed using the online Booking Form via Northumbria’s website. Instructions by the Delegate to book onto a Short Course will constitute acceptance of these Terms.

3.2. On booking the Short Course, the Delegate warrants that they are at least 18 years old and have all the necessary visas, permissions and consents required to enable them to attend the Short Course. It is the Delegate’s responsibility to determine how far in advance they need to apply for any such consents and to allow sufficient time for processing and receipt. In the event that a Delegate does not have the appropriate consents in place to enable them to attend, no refund will be given.

3.3. After booking, the Delegate will receive an email confirming whether their booking has been accepted (“Acceptance Email”). A contract is only formed between Northumbria and the Delegate when the Acceptance Email is sent to the Delegate. The Delegate’s online booking application together with these Terms set out the entire agreement between the Delegate and Northumbria in relation to the Short Course.

4. Payment and Fees

4.1. The price for the Short Course is as stated at the time of booking and payment must be made in full at the time of booking via Northumbria’s online e-payments system.

- 4.2. Northumbria reserves the right to change its prices at any time but the price changes will not affect confirmed bookings.
- 4.3. All Fees are payable in GBP and are inclusive of VAT. Any currency conversion costs or other charges incurred in making the payment shall be borne by the Delegate or third party making the payment and shall not be deductible from the Fees owing to Northumbria.
- 4.4. It is the Delegate's responsibility to ensure that the Fees in respect of the Short Course are paid at the time of booking. Northumbria reserves the right to refuse admission onto a Short Course to any Delegate who has not paid their Fees in full.
- 4.5. If the Delegate's employer or other third party is paying the Fees, the Delegate must provide a letter on the employer/third party's headed notepaper confirming this and Northumbria will invoice the third party accordingly.
- 4.6. Payment of fees by a person or organisation other than the Delegate does not constitute a contract for the provision of a Course between such person or organisation and Northumbria.
- 4.7. Fees do not include travel, accommodation, subsistence, insurance or other costs that may arise from attending the Short Course and the Delegates must make their own arrangements in this regard.

5. Cancellation

- 5.1. The Delegate can cancel a booking within 14 days of the date of the Acceptance Email ("the Cancellation Period") and receive a full refund (except where clause 5.2 applies). The Cancellation Period will expire 14 days after making the booking and no refunds will be made for cancellations made outside of this time frame. To cancel a booking please contact the Course Lead via email (contact details can be found on the CPD Course Web Page).
- 5.2. If the Delegate books a Short Course that is due to commence within 14 days or purchase, it is not possible to cancel the booking.
- 5.3. Northumbria reserves the right to cancel any Short Course by giving the Delegate notice in writing at any time before the Short Course is due to start. In these circumstances, Northumbria will refund all Fees paid by the Delegate.
- 5.4. In the event that the Delegate is unable to attend the Short Course, the Delegate may send a substitute person in the Delegate's place but should give as much notice as possible to Northumbria.

6. Refunds

If a Delegate becomes entitled to a refund under these Terms, refunds will be paid in GBP and Northumbria will not be responsible for any losses the Delegate suffers as a result of currency exchange fluctuations. Northumbria will endeavour to pay refunds by the same means as the Delegate paid the Fees.

7. Intellectual Property

As between the Delegate and Northumbria, all intellectual property rights and all other rights in the materials relating to the Short Course shall be owned by Northumbria. Northumbria licences all such rights to the Delegate on a non-exclusive and to such extent as is necessary to enable the Delegate to make reasonable use of the knowledge gained through completing the Short Course.

8. Visual and/or audio recordings

Northumbria staff may take visual and or audio recordings of Delegates during the Short Course and reserve the right to use any such media for promotional, management or educational purposes in the UK or overseas. Delegates' individual consent for this will be assumed to have been granted unless otherwise indicated by Delegates, in writing or email, prior to the commencement of the Short Course.

9. Special Requirements

If a Delegate has a health condition or disability and requires additional support or specialist assistance when applying for or attending a Short Course, please let Northumbria know in advance by contacting the Course Lead via email (contact details can be found on the CPD Course Web Page).

10. Liability

The University's maximum liability to the Delegate will be limited to a refund or received fees for the cancelled Short Course. Northumbria does not accept liability for any costs or losses incurred by Delegates or organisations which are claimed to have arisen through cancellation of a Short Course, other than for those stated here. Delegates are strongly advised to take out insurance against cancellation of any Short Course.

11. Force Majeure

Northumbria is not liable for failure to deliver the Short Course if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or

confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

12. Variation

Northumbria will make all reasonable efforts to deliver the Short Course as outlined on the website and any other marketing materials. However, Northumbria reserves the right to amend the timetable, location, syllabus content or presenters specified for a Short Course at any time. Northumbria reserves the right to vary these Terms from time to time and the current version will be that published on Northumbria's website.

13. Entire Agreement

These Terms constitute the entire agreement between the Delegate and Northumbria and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the Short Course.

14. Third Party Rights

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (rights of Third Parties) Act 1999.

15. Governing Law

Any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.