

TERMS AND CONDITIONS FOR SHORT COURSES

1. DEFINITIONS

For the purposes of this document, the following definitions shall apply:

1.1 “**University**” or “**we**” shall mean the University of Hertfordshire Higher Education Corporation whose principal office is at: College Lane, Hatfield, Hertfordshire AL10 9AB United Kingdom.

1.2 “**Delegate**” refers to the attendee(s) as named on the course booking form.

1.3 “**You**” or “**your**” refers to the individual or company or any other organisation making the booking.

1.4 “**Party**” shall mean either you or the University, and **Parties** shall mean the University and you together.

1.5 “**Course**” shall mean a programme of learning.

1.6 “**Course Literature**” shall mean additional sources of course information supplied by the University from time to time in connection with the Course including but not limited to: Course content, the learning objectives of the Course, the Course programme, the Course fees and the like.

1.7 “**Agreement**” shall mean the legally binding contract between the Parties consisting of these terms and conditions and the Course Literature.

2. FORMATION OF CONTRACT

2.1 Your booking constitutes an offer to us. A contract shall not be created unless and until we accept your booking as set out in the Course Literature and until then we reserve the right to decline your booking.

2.2 The submission of a fully completed form confirms that you agree to the terms and conditions as stated herein. You shall become liable for the full course fee at the time your application is accepted by the University.

2.3 If the Course is fully subscribed the University will so advise the applicant.

2.4 The University reserves the right to refuse any application for a place on a Course.

2.5 You may not substitute another person to take the place of a Delegate on the Course.

3. THE COURSE

3.1 The content and objectives of Courses are as described in the Course Literature.

3.2 The University will provide tutors, presenters, speakers and the like who are suitably qualified and experienced in the subject matter of the Course. The University will also ensure that the content of the Course is appropriate for the Course objectives.

3.3 It is your responsibility to ensure that the content and objectives of the Course are appropriate to your requirements.

3.4 The University reserves the right to make reasonable changes to the Course, including the content, timing, venue and presenters, without changing its general nature at any time whether or not a Delegate or Delegates have already started the Course.

4. PAYMENT

4.1 The fee for the Course is as stated in the Course Literature or as is current at the time the application for a place on the Course, is received by the University.

4.2 All prices quoted by the University are exclusive of VAT. Where VAT is applicable, it shall be charged at the prevailing rate.

4.3 Payment may be made either at the time when the application is submitted to the University in accordance with the instructions as stated in the Course Literature or against a University invoice. In the latter case, full payment must be received by the University within 30 days of the date in which the invoice was raised and in any event before commencement of the Course.

4.4 Failure by you to make the required payments as set out in the Course Literature could result in a withdrawal by the University of a place or places on the Course for delegates.

4.5 Your payment(s) is/are made when we receive it in cleared funds. Payment by you shall be made without deduction or set-off.

5. CANCELLATION

5.1 The University reserves the right to cancel any Course or part thereof, whether or not you have already commenced the Course, in the event of circumstances occurring beyond its control.

5.2 In the event of such a cancellation, the University will (save where cancellation is due to your breach of any of these terms and conditions) refund all course fees paid.

6. INTELLECTUAL PROPERTY RIGHTS

All course materials and documents are supplied only for the personal use of the Delegate. The intellectual property rights in all such materials shall

remain vested in the owners of such rights and their use in the Course shall not be taken to imply that they have been transferred to the Delegate or any other person. Neither you, nor the Delegate(s) shall copy, make available, retransmit, reproduce, sell, disseminate, licence, distribute, publish, broadcast or otherwise circulate the Course materials either wholly or in part, without the express written consent of the owner of the relevant intellectual property rights.

7. GENERAL RESPONSIBILITIES AND LIABILITIES

7.1 The University shall endeavour to deliver the Course and the Course materials and documents with reasonable care and skill in the manner expected of a professional teaching organisation. The maximum liability of the University under any of these terms and conditions shall be limited to the fees paid. Under no circumstances (save as set out in clause 7.2) shall the University be liable to you or the Delegate for any economic or consequential loss (or loss of profit).

7.2 Other than liability in respect of death or personal injury arising from negligence the University will not accept responsibility for any loss or damage to the Delegate or his/her property howsoever caused. All warranties or indemnities or conditions implied by law are excluded to the fullest extent permitted by the law.

7.3 The University shall not be liable or be deemed to be breach of any contract by reason of any delay in performing, or any failure to perform, any of the University’s obligations under these terms and conditions if the delay or failure was due to any cause beyond the University’s reasonable control.

8. UNIVERSITY REGULATIONS

Delegates shall comply with the University’s rules and regulations. Information concerning the University’s rules and regulations is available on request.

9. GENERAL

9.1 The headings in these terms and conditions are for ease of reference only; they do not affect their construction or interpretation.

9.2 Any notice required or permitted to be given by either Party to the other under these terms and conditions shall be in writing addressed to the Party at its registered address or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to this provision to the Party giving the notice.

9.3 Neither party may assign, transfer, charge or deal in any other manner with the Agreement or its rights under it or part of it or purport to do any of the same, or sub-contract any or all of its obligations under this Agreement without the prior written consent of the other Party.

9.4 No variation of modification of the Agreement shall be effective unless agreed in writing and signed by a duly authorised representative of each Party to it.

9.5 The failure or delay of either Party to exercise or enforce any right or remedy under or in connection with the Agreement shall not operate as a waiver of such right or remedy or preclude the exercise or enforcement of it at any time(s) thereafter.

9.6 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from the agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of the agreement which shall remain in full force and effect.

9.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement and nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

9.8 The Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into the Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in the Agreement.

9.9 The Agreement shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England and Wales as regards any claim or matter arising under or in connection with the Agreement.