

## **1. Introduction**

- 1.1 When you sign up onto a Short Course or Professional Development Programme at Roehampton University (the 'University'), a contractual relationship is established between you and the University ("Us"). It is important that you understand this Contract because it identifies the terms that govern the contractual relationship between us.
- 1.2 Before enrolling on a Short Course or Professional Development Programme, you must read this Contract in full and raise any questions with the University if there is any part of it that you do not understand, using the email address: [shortcourses@roehampton.ac.uk](mailto:shortcourses@roehampton.ac.uk)
- 1.3 This contract is reviewed and updated annually. You are therefore required to read and accept its terms and conditions for the year your course is delivered.

### **Terms & Conditions**

- 1.4 You agree as part of the Contract to abide by the University's Short Courses & Professional Development Programme's terms and conditions: [The Terms and Conditions | University of Roehampton, London](#)

## **2. Fees**

- 2.1 You agree as part of this Contract to pay, or make acceptable arrangements to pay, to the University all deposits, fees, charges and expenses when these fall due.
- 2.2 The University will publish information on deposits and fees, and will inform you of the date by which these shall be paid. The University will also refund any fees paid to you in accordance with the Short Courses & Professional Development Programme's [Terms & Conditions](#), which form part of this contract.
- 2.3 Failure to pay fees and charges (collectively referred to as fees and charges in this Contract) when due may lead to the imposition of sanctions by the University including suspension from access to University facilities or termination or your registration on the Short Course.

## **3. Participants with Disabilities**

- 3.1 If you have a disability you are encouraged to disclose this early when registering for your course on the University eStore, and e-mailing [shortcourses@roehampton.ac.uk](mailto:shortcourses@roehampton.ac.uk) so that support and/or access requirements can be considered in an effective and timely manner.

3.2 The University will make reasonable adjustments to its provision of education to ensure that applicants and participants are not disadvantaged. The University takes reasonable and proportionate steps to ensure that adjustments are planned in advance and in anticipation of disabled people requiring support. Occasionally, however, cases may arise where it would be reasonable for the University not to make adjustments for a particular applicant or participant.

#### **4. Disclaimers**

4.1 The University will do all that it reasonably can to provide you with the educational services as described in the University Short Course & Professional Development Programme description on the University's website. Despite taking all reasonable steps to prevent them occurring, circumstances beyond the control of the University may mean that it cannot provide such educational services. Examples of such circumstances include:

- the unexpected departure of key members of University staff;
- acts of God;
- terrorism, war or national emergencies;
- fire or flood;
- power failure;
- damage to buildings or equipment;
- the acts of any governmental or local authority;
- some industrial disputes, including disputes involving the University's employees;
- and/or where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for participants registered on it.

In these circumstances, the University will take all reasonable steps to minimise the resulting disruption to those services to affected course participants, by, for example, offering affected participants the chance to move to another course or institution, or by delivering a modified version of the same course. Neither the University nor the participant however will be liable to the other for loss or damage under, or for continued compliance with, the contract arising from matters outside the party's control and which could not have been foreseen or prevented even if that party had taken reasonable care.

4.2 The University will deliver your chosen Short Course or Professional Development Programme of study in accordance with the descriptions set out on the University's website, subject to certain circumstances specified below, which may necessitate changes to the content and/or delivery of Short Courses. Such circumstances include the need to:

*Changes may therefore be made to:*

respond to desirable developments in a subject area (e.g. changes in teaching practices); or

undergo a periodic review resulting in course changes

- a) *the content and syllabus of short courses*
- b) *the timetable, location and number of classes;*
- c) *the content or method of delivery of programmes of study; and*
- d) *the assessment method*

Alternatively, in rare but appropriate circumstances, a decision may be made to close the Short Course or Professional Development Programme and a reasonable request be made that existing participants transfer to an appropriate alternative Short Course and/or provider.

Changes may be made either before or after your admission but in all cases the University will take the reasonable expectation of its participants who are admitted to or engaged on any affected Short Course into account, and will have due regard to the quality of the participant experience.

The University will provide adequate notice of any proposed changes and take all reasonable steps to minimise disruption. Participants affected by substantial and/or material changes will, where appropriate, be offered reasonable support or transfer to another Short Course at the University, or the opportunity to withdraw from the affected course. A refund of fees and compensation may be considered.

- 4.3 The University will provide the learning facilities for short courses; these will be outlined on the course description.
- 4.4 The University does not exclude or limit in any way its liability for:
  - death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors
  - fraud or fraudulent misrepresentation.
- 4.5 The University does not accept responsibility and expressly excludes liability to the fullest extent possible under the general law for loss or damage to participants' property or for infection of participants' equipment caused by computer viruses, and for the consequences of any such damage.

## **5. Communications**

- 5.1 The University will communicate via the e-mail address you provide when booking on the University eStore.
- 5.2 You will be expected to use the email account you provided at the time of booking your course when contacting University staff.

## 6. Personal Data collection, publication and sharing

6.1 By entering into this Contract you understand that the University and its partners or agents will process your personal data in order for the University to meet its obligations to deliver educational services to you:

<https://www.roehampton.ac.uk/globalassets/documents/professional-development-courses/psychology-short-courses/uor-privacy-notice-short-courses.docx>

6.2 The University needs to collect, hold and process your personal data for the purposes of administering and managing your Short Course & Professional Development Programmes, and all other services provided to you. Personal data includes but not limited to your course enrollment records, application data, assessment marks, residence data, attendance data, accessing learning materials (including Moodle our virtual learning environment, and other systems) and financial data.

6.3 The University recognises the importance of the protection of personal data and will process your personal data in accordance data protection legislation. You can raise any queries relating to the processing of your personal data with the University's Data Protection Officer within the University Secretariat via the address/email address below.

The Data Protection Officer Roehampton University Grove House

Roehampton Lane London

SW15 5PJ

[unisec@roehampton.ac.uk](mailto:unisec@roehampton.ac.uk)

## 7. If things go wrong

7.1 Complaints about your Short Course or Professional Development Programme should be made through the CPD & Short Courses Manager.

This procedure has been devised to help to resolve any participant complaints as promptly, fairly and amicably as possible.

Please contact [shortcourses@roehampton.ac.uk](mailto:shortcourses@roehampton.ac.uk)

7.2 If you remain dissatisfied after following the Short Course Complaints Procedure, please contact the School Dean:

School of Continuing Education: [Charlotte.Gorse@roehampton.ac.uk](mailto:Charlotte.Gorse@roehampton.ac.uk)

7.3 The University may take action against you under the [Student Disciplinary Regulations](#), [Fitness to Practice](#) and [Fitness to Study](#) Policies, if you do not act in accordance with the terms set out in this Contract, or with any of the University's rules and regulations in force at any given time. You agree that all relevant staff will be advised of the outcome. One of

the possible outcomes of disciplinary action is that your registration on the short course at the University may be terminated.

## **8. Notices**

- 8.1 Any notice to be given to the University by you under or in connection with this Contract shall be deemed to have been properly served if sent by first class post or e-mail to the University Secretary at the following address.

University Secretary

Grove House Roehampton University Roehampton Lane London SW15 5PJ

[unisec@roehampton.ac.uk](mailto:unisec@roehampton.ac.uk)

- 8.2 Any notice to be given to you under or in connection with this Contract shall be deemed to have been properly served if sent to the personal email address provided when registering for the course.

## **9. General**

- 9.1 This Contract is only enforceable by you and the University. No other person shall have any rights in connection with this Contract.
- 9.2 If any part of this Contract becomes illegal or invalid, the parts of the Contract which are not illegal or invalid shall remain in force.
- 9.3 Failure of either you or the University to enforce any part of this Contract shall not be construed as a waiver of a right to enforce that part of the Contract and shall not affect the right later to enforce any part of this Contract.
- 9.4 All representations, warranties, terms and commitments not expressly set out in this contract (whether implied by law, conduct, statute or otherwise) are excluded to the maximum extent permissible at law.
- 9.5 This Contract is governed and construed in accordance with English Law. By agreeing to its terms and conditions you submit to the exclusive jurisdiction of the English courts for the resolution of any disputes which may arise out of or in connection with this contract or your studies.

University of Roehampton, Short Courses Manager, February 2023