

WMG Skills Centre Terms and Conditions

Section 1: Short Courses

1.1 Payment

In the case of an individual registering for any University of Warwick (the “University”) module or short course (the “Course”), the individual Participant (the “Participant”) is committing to pay the full course fee without any set off or deduction. Electronic payment will be required at the time the booking is made.

It is anticipated that, in sponsoring a Participant, a company is committed to meet that Participant’s Course fees. A sponsoring company (the “Sponsor”) must ensure that payment can be made at the time of booking the course. A Participant will not be enrolled on to the chosen Course without payment being provided by their Sponsor.

In no circumstances will a Participant be permitted to attend a Course without full payment being made in advance of the start date.

1.2 Fees for Participants who leave the Course

When a Participant leaves the Course due to non-performance, mutual agreement or withdrawal by the Sponsor, the course fee, whether paid by the Participant or a Sponsor, is non-refundable and is forfeited.

1.3 Fees for Participants who leave their Sponsor

Where a Participant leaves their Sponsor after the Course has started then the Sponsor shall forfeit any payment made to the University in respect of the Course. Should the Participant wish to complete the Course independently of the Sponsor then this must be made clear to the University in writing by both the Participant and the Sponsor. In this instance, the University will not issue a full or part-refund to the Sponsor and will not expect any further payment from the Participant.

1.4 Cancellation by the University

The University will make all reasonable efforts to deliver the Course as outlined on the website and in any brochure. However the University reserve the right to:-

- Make reasonable adjustment to the timetable, location or staff specified for a Course; and
- Make reasonable amendments to the content and syllabus of a Course when necessary.

The University reserve the right to cancel any Course in its entirety or the Participant’s participation in a Course by giving the Participant and, where applicable, their Sponsor notice in writing at any time before the Course is due to start. In such an instance, the University will refund all fees paid by a Participant or their Sponsor and, where a Course is

cancelled in its entirety, will endeavour to offer a transfer to another Course as an alternative, subject to payment or refund of any difference in the Course cost.

The University's maximum liability will be limited to a refund of received fees for the cancelled Course. For partial cancellation of a Course, such refunds will be made on a pro rata basis. The University will not accept liability for any costs or losses incurred by Participants or Sponsors, which are claimed to have arisen through Course cancellation.

1.5 Cancellation charges

Cancellation charges are levied on late cancellations by a Participant or non-attendance on a booked Course. This charge is necessary to recover the facility costs that the University will incur and the lost opportunity cost on the tuition fee. The current cancellations fees are as follows:

Written notice of cancellation received by WMG more than four weeks (20 full working days) prior to the first day of the course: NO CHARGE

Written notice of cancellation received by WMG between four weeks (20 full working days) and two weeks (10 full working days) prior to the first day of the course: 10% OF THE COURSE FEE

Written notice of cancellation received by WMG less than two weeks (10 full working days) prior to the first day of the course: 50% OF THE COURSE FEE

Failure to attend, with no written notice received by WMG: 100% OF THE COURSE FEE

1.6 Cancellation under Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the 'Regulations')

1.6.1 In addition to the other terms and conditions specified herein the following cancellation terms shall apply where the Participant is a consumer:

- The Participant has the right to cancel this contract within 14 days of booking without giving any reason.
- The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- To exercise the right to cancel, the Participant must inform us, **WMG, IMC Building, 6 Lord Bhattacharyya Way, Coventry CV4 7AL, (Email: skillscentre@warwick.ac.uk)**, of the decision to cancel this contract by a clear statement (e.g., a letter sent by post, fax or e-mail).
- To meet the cancellation deadline, it is sufficient for the Participant to send communication concerning their exercise of the right to cancel before the cancellation period has expired.

1.6.2 Effect of cancellation:

- If the Participant cancels this contract, the University will reimburse all payments received from the Participant in relation to the tuition fee for the Course, including the costs of delivery (except for the supplementary costs arising if the Participant chose a type of delivery other than the least expensive type of standard delivery offered by the University).
- The University will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about the Participant's decision to cancel this contract.
- The University will make the reimbursement using the same means of payment used by the Participant for the initial transaction, unless the Participant has expressly agreed otherwise; in any event, the Participant will not incur any fees as a result of the reimbursement.
- If the Participant requested to begin the performance of services during the cancellation period, the Participant shall pay the University an amount which is in proportion to what has been performed until the Participant has communicated to the University the cancellation of this contract, in comparison with the full coverage of the contract.

For the avoidance of doubt, the rights available under this Clause 1.6 shall only apply where the Course fees are met and paid directly by the Participant in their capacity as a 'Consumer' (as defined in the Regulations) and shall not apply where the Course fees are being met and/or paid by a Sponsor (by definition not being a Consumer).

Section 2: Course Content

2.1 Course Scope

The scope of the course is as detailed in the Course descriptor on the website. The University reserves the right to amend the Course contents where reasonable to do so, as detailed in Condition 1.5 above.

The Participant will be solely responsible for determining whether the Course is sufficient and suitable for the needs of the Participant. The University does not provide any guarantee in respect of the standard of a Participant's abilities on completion of the Course.

Section 3: General

3.1 Intellectual Property

The University retains title to all intellectual property rights subsisting in the Course content and materials.

The Participant may be granted access to lecture slides, notes, example problems and other teaching materials via a password-protected webpage or USB memory stick, and this access is solely for the purposes of undertaking the course.

The Participant will not pass on the Course content and materials to any third party in electronic or printed form, or post them on the internet.

The Participant may be given a password to access the Course content and materials on the course webpage. This password will be kept confidential and will not be passed on to any third party for the purpose of accessing the materials.

3.2 Confidentiality

The University, Participants and Sponsors agree to treat any confidential information and materials received from the other or from a third party on behalf of the other in confidence and to use it only for purposes of the Course.

The above commitment of confidentiality shall not apply to any information which is already in or comes into the public domain otherwise than through the fault of the receiving party or has been independently developed by the receiving party

Neither the University nor a Participant or Sponsor will use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent; except that a Sponsor may promote the Course in order to recruit Participants and the University may identify the sums received from the Sponsor in the University's Annual Report and similar publications including HESA reporting.

3.3 Acceptable behaviour

At all times when on the University campus, Participants agree to act in accordance with the University's rules and regulations, details of which can be found at <http://www2.warwick.ac.uk/services/gov/calendar/section2/regulations/>

3.4 Freedom of Information

The Participant acknowledges that the University is subject to the provisions of the Freedom of Information Act 2000 ("FOIA") and that any disclosure of Confidential Information made by the University under the provisions of the FOIA shall not constitute a breach of confidentiality. However, the University shall use all reasonable endeavours to give the Participant five (5) days written notice before divulging any confidential information.

3.5 Warranty and Liability

The liability of the University will not extend to any incidental or consequential damages or losses including (without limitation) loss of profits. In any event, the Participant and, where applicable, the Sponsor accepts and agrees that the maximum liability of the University under or otherwise in connection with the Course shall not exceed the return of the fees paid by or on behalf of the Participant.

Nothing in this section is intended to restrict or in any way exclude liability for death or personal injury as a result of negligence or for fraudulent misrepresentation.

Except as expressly provided in these Terms and Conditions, any conditions, warranties, representations or other terms express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

The Participant and where applicable, the Sponsor shall indemnify the University in full against any claim, damages, liability or loss (including without limitation loss of profit and loss of reputation) suffered by the University that results from any act (including acts of negligence) or omission of a Participant or his Sponsor while such Participant is attending the Course.

The Participant or Sponsor undertakes to make no claim against any employee, student, agent or appointee of the University in connection with these terms and conditions.

3.6 Data Protection

The University will process any of your personal data in accordance with the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679, and any relevant replacement/subsequent European and/or UK privacy legislation, for the purposes of performing its obligations and exercising its rights under these terms and conditions. The privacy notice on the webpages relevant to your application/registration for the Course provides specific information about how the University will process your personal data. Further information in relation to data protection is available at: <https://warwick.ac.uk/services/vco/exec/registrar/legalservices/dataprotection/>.

3.7 Additional

No party shall act or describe itself as the agent, employee or partner of the other, nor shall it make any commitments on the other's behalf, and nothing in these terms and conditions is intended to create any agency, partnership or employment relationship.

The University will not be liable for any delay in performing its obligations under these Terms and Conditions if that delay is caused by circumstances beyond its reasonable control (including, without limitation, any delay caused by an act or omission or the other party) and the University will be entitled to a reasonable extension of time for the performance of its obligations.

No failure to enforce a right by either party shall constitute a waiver under these Terms and Conditions.

These Terms and Conditions constitutes the entire understanding between the parties relating to the Course and the University reserves the right to vary these Terms and Conditions from time to time.

Neither party shall assign or transfer any of its rights or obligations under these Terms and Conditions without the prior written consent of the other party.

Nothing in these Terms and Conditions shall confer on any third party any benefit or the right to enforce any provision of these Terms and Conditions.

These Terms and Conditions shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

These Terms and Conditions are set in good faith and any misunderstanding or conflict that may arise with respect to their interpretation and fulfilment, will wherever possible be resolved by the parties through prompt consultation and within a reasonable time period after one party raises a written dispute or disagreement with the other.