TERMS AND CONDITIONS FOR SHORT COURSES

University Rules and Regulations

- 1. For a short course that leads to the award of formal learning credits, and in accepting an offer of a place at Cranfield University, you are agreeing to comply with the provisions of all the Laws of the University, Regulations, Rules, Codes, Conditions and Policies as may be properly issued and pertaining to registered students. The more important of these are presented to you as part of the formal registration process.
- 2. Otherwise, delegates of the University's short courses are expected to abide by the expectations set out in documents such as the course joining instructions, IT Users' Policy, Health and Safety information, accommodation conditions, these terms and conditions and other guidance provided to you either before or during the course.
- 3. Please prepare appropriately for the course: you are normally required to attend all classes and other activities forming part of the course, and to abide by any special conditions outlined to you relating to the course.

Payment of course Fees and Cancellation Policy¹

Payment

- 4. All course fees are payable in advance. The course fee includes all fees for registration, tuition and (where applicable) the formal assessment associated with the attainment of learning credits. It does not include materials required of you for your private study.
- 5. The course fee also includes associate membership of the Cranfield Students' Association for the duration of the course.
- 6. Where fees are charged by invoice, you or your sponsor in receipt of the invoice shall pay the invoice in full no later than 8 (eight) weeks before the start of the course, or on receipt where the booking is made less than 8 (eight) weeks prior to the course starting.

Cancellations

- 7. You may cancel your place on a course, and receive a full refund, providing you notify us in writing no later than 10 working days before the course start date. In addition, if you book within 10 working days of the course commencing, and wish to cancel that booking, all fees will be refunded or cancelled, providing you have not attended any of the course. Cancellation requests should be sent in writing to: shortcourse@cranfield.ac.uk
- 8. For the purposes of the Distance Selling Regulations it is necessary for us to confirm, and for you to agree, that the booking you make relates to the course dates as advertised. You should assume the course will run on the advertised dates (subject to paragraphs 17 and 25).
- 9. If you wish to cancel or withdraw from the course after the course has started, you shall not be entitled to any refund of course fees paid and /or will still be liable for any outstanding fees to be paid. Please ensure that your sponsor, where applicable, is aware of this.

Booking transfer

¹ Students attending Cranfield Defence and Security as part of the Academic Provider Contract. Such students should note, however, that late cancellation of a place will be notified to the Defence Academy HQ and onward to your Training or Commanding Officers as appropriate.

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- 10. You may transfer your booking up to 10 working days before the start of the course to the same course (if offered at a later date) or an alternative course of the same course fee with no administrative charge. Any difference in course fees will either be charged or refunded, as appropriate.
- 11. Transfers to a course with a higher fee than the original (either a different course, or a future date where the course fee has been increased), will attract the higher fee.

Other Expenses

- 12. Additional fees may be charged for additional services (unless explicitly stated as included in the course fee). Examples of additional fees may include extra nights of accommodation, social activities, and extended access to University facilities.
- 13. All delegates are responsible for their personal and travelling expenses. No financial assistance from the University will be provided.

Copyright and Intellectual Property Rights

- 14. The copyright and other intellectual property rights in relation to course materials remain the sole and exclusive property of Cranfield University (or, in some cases, the commissioning client).2 In attending the course, you agree that you will not copy or permit to be copied any of the course materials, nor disclose or permit the disclosure. sell or otherwise pass on those materials to others, unless agreed otherwise in writing with Cranfield University.
- 15. Work prepared and submitted for assessment by students in the course of their studies is assigned to and vested in the University, except where specifically agreed otherwise in writing. ² However, permission to publish will not be unreasonably withheld.
- 16. If you apply for a course and its associated learning credits, the University will make a formal offer of admission to you. It reserves the right to withdraw this offer if
 - any of the information provided by you at the point of offer is found to be incorrect or incomplete, or
 - ii. if you fail to provide information or evidence which confirms that you can meet one or more of the conditions contained in any offer,
 - If you fail to pay your tuition fees iii.
 - You break any rule and regulations contained or referred to in 1 above. iv.

Cancellation of Course

- 17. The University may Cancel the course on the specified dates:
 - if it unexpectedly is unable to provide the course of study for the dates i. specified (for example staff illness), or
 - with 14 days prior written notice where it determines that the number of ii. delegates is insufficient to justify running the course.

In such circumstances, a full refund of any course fee will be provided in settlement of any claim.

We reserve the right to make changes to the Course such as changing location where the course will be delivered or changing tutors.

Proof of Identity and Qualifications

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18. The University may, under certain circumstances (including sitting for an assessment), ask you for proof of your identity, which is normally limited to your passport or original birth certificate with a form of photo identification. You may also be required to provide proof of your right to study in the United Kingdom, and proof of your academic and professional qualifications (where these have been outlined as a condition of offer).

Data Protection

- 19. All personal information obtained by the University both from yourself and other sources will be used to process your booking and/or offer and (if you register as a student of Cranfield University) to manage your student record and student experience.
- 20. The University will share the information internally as appropriate and may share the information with your previous examining bodies. In the case of international applicants we may share the information with the Home Office, the Foreign and Commonwealth Office, and other relevant agencies. The University may pass this information as appropriate to these and other outside organisations, including the police, government, and other institutions in order to prevent or detect fraud.
- 21. We use your information that we hold in our records for registration purposes and to provide services and facilities therefore it is necessary for you to keep your personal information up to date and notify us of any changes or errors. You must give prompt notice of a change of name, the country where you are resident or ordinarily or any of your contact details.
- 22. Your information may also be used by us to undertake research or to plan or improve our services. In addition, the University may advise you of other study opportunities and services provided by us and partner organisations. If you do not wish to receive this information, please contact alumni@cranfield.ac.uk
- 23. For delegates who attend the Shrivenham campus of the University, you should be aware that this campus is based at a Ministry of Defence (MoD) establishment: your information will be shared with the MoD for security clearance purposes and defence or other related industries or employers that you may visit as part of your course.

Cranfield University reservations

- 24. The University undertakes to use all reasonable endeavours to provide the necessary teaching supervision and academic facilities. The University cannot guarantee that teaching or supervision will be provided by any particular named individuals.
- 25. Our programme of courses is subject to continuing development and changed circumstances may necessitate cancellation or alteration to the programme of courses. We reserve the right to make variations of such action is considered necessary and in such circumstances will take all reasonable steps to minimise any resultant disruption, but we do not accept any liability arising out of or on connection with any such changes.
- 26. Unless otherwise specified all courses are taught in English.

Support for Students with Disabilities or Learning Difficulties

27. If you think that you are likely to require any support because of a disability and/or learning difficulty while you are on the course, you are advised to contact

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<u>shortcourse@cranfield.ac.uk</u> for further advice or guidance. All requests for support will be considered in line with the criteria for "reasonable adjustments" as outlined in the Equality Act 2010. The University encourages you to contact it as soon as possible in order to make appropriate arrangements for you.

Force Majeure

28. Cranfield University, will not be liable to the other for any delay in or failure to perform its obligations (other than payment of money) as a result of any cause beyond its reasonable control, including but not limited to an Act of God, decree of Government, fire, flood, explosion, sabotage, riot, rebellion, war, civil war, armed conflict, terrorism, nuclear, chemical or biological contamination, disease, quarantine, official strike or similar official industrial action or dispute, unavailability of teaching personnel which directly causes a Party to be unable to comply with all or a material part of its obligations under these terms and conditions. If such delay or failure continues for at least sixty (60) days, either Party shall be entitled to terminate the agreement by notice in writing.

Limitation of Liability

- 29. Cranfield University's sole liability shall be for direct loss or damage incurred or suffered by you or death or injury to any person as a result of wilful default or negligence on the part of Cranfield University or its employees, consultants or agents in the performance of its obligations under this agreement and which liability is not otherwise excluded or restricted by this agreement, but such liability shall in no circumstances exceed the sum of £250,000 in the aggregate in respect of all such losses, save that there shall be no limit of liability in respect of death or injury to any person.
- 30. Cranfield University accepts no liability for loss or damage to your personal property and shall not provide any insurance in respect thereof.

Proper Law and Jurisdiction

31. In accepting a place on a course at Cranfield University, you are agreeing that the resulting contract between us shall be governed by and construed in accordance with the law of England and Wales and you submit to the exclusive jurisdiction of the courts of England.