

## 1. Introduction

The following terms and conditions (“Conditions”) apply to enrolment for a Teesside University Short Course. ‘Short Course’ means any non-credit bearing course on offer by Teesside University via its Short Courses platform BrightSpace.

(When referring to ‘You’ we refer to any individual signing up for a Short Course directly or any individual whose employer has purchased the Short Course on their behalf. When referring to ‘We’, ‘our’ or ‘us’, we refer to Teesside University.)

## 2. How to view our rules, regulations, policies and procedures

Please contact us if you are unable to access any document related to Short Courses or if there is anything in the document that you are unsure about and want to discuss with us before you register.

We recommend that you download and save a copy of these Conditions for future reference.

## 3. Your contract to register as a learner

### a) Who we are

Our registered address is Teesside University, Middlesbrough, TS1 3BA. Our VAT number is GB686480981. The University is also an exempt charity, for further information please review the following

URL: [https://www.tees.ac.uk/sections/about/public\\_information/copyright.cfm?display=charitable](https://www.tees.ac.uk/sections/about/public_information/copyright.cfm?display=charitable)

### b) Entire agreement

This together with all other policies and procedures which are referred to in these Conditions are the entire agreement between us. If, at any time, any Teesside University employees or agents have agreed anything inconsistent with these Conditions, the terms in this agreement will always take priority.

**c) Individual Learner** - Where you are an individual, You will be registered on the course you purchase through our online platform.

**d) Sponsor/ Employer** - Where you are an employer, paying for employees to undertake Short Courses, your employee will be registered on the course you have purchased after you have inputted the learner details within the Store (as indicated). An email will then be sent to your registered employees in order to access the course.

### e) Additional conditions

We may impose conditions on your study or vary the terms on which you study and your access to services and facilities, notwithstanding anything in this agreement or the rules, regulations, policies and procedures if, in our opinion, it is reasonably necessary to do so in order to comply with its duties to protect the health and safety of learners, staff, contractors and members of the public, its duties with respect to the

safeguarding of young persons or vulnerable adults or in order to comply with its obligations under the Equalities Act 2010 or any other statutory duty or obligation.

**f) Application of English law**

These Conditions, the Store through which you purchase your short course, and the rules, regulations, policies and procedures which are referred to, are governed by English law.

**4. Your course**

**a) Enrolment - Learner**

We will register you (or your employee where purchasing a Short Course as a company on behalf of staff), as Our learner to study a short course if We are satisfied that:

- you have read and agreed to these Conditions;
- you have met any additional conditions applied to your study under paragraph 3e) above;
- the course is available for study in the country in which you are resident; and
- you have paid the relevant fee or provided an approved payment method.

Your enrolment will take effect upon payment for the Short Course.

**b) Learning materials and course resources**

You will gain immediate access to your course following payment by You (or your employer where applicable). You will receive an email which provides your log in link and access details for your course. You will be expected to complete your course within 6 months of the date upon your login email. Access will be rescinded after that time.

**c) Cancelling your course**

Upon registration for a Short Course, an email will be sent to you. Where You are an individual you will have 14 days from receipt of the email to cancel your order (unless you have already accessed your course materials). To exercise your right to cancel, you must inform Us of your decision to cancel by making a clear statement by email. Full details of how to do this are set out in the confirmation email. A full refund will be given.

Notwithstanding the above, your right to cancel this enrolment will come to an end as soon as you have accessed your short-course. By accessing those materials and resources you are explicitly agreeing that they are provided to you at that time and acknowledging that your right to cancel will be lost.

If you cancel your short course you will no longer have access to the learning materials and course resources and you will not be able to participate in any learning or assessment activities.

Employers purchasing access to courses on behalf of employees will have 7 days from receipt of the confirmation email to cancel your order. Where employees access their course within this period, no refund will be given.

#### d) Exceptional circumstances

The University will take all reasonable steps to provide the educational services that you have registered to receive. There may be circumstances outside of our control where we are unable to provide those services in full or in part for reasons such as fire, flood, pandemic, terrorist acts or industrial disputes. Teesside University is not liable for any disruption to or cancellation of any course or any part of a course due to such circumstances. Where those, or similar, circumstances arise we will minimise disruption so far as we are reasonably able and, wherever practicable, will provide you with reasonable alternative arrangements to continue with your studies.

### 5. Agreement to pay fees

#### a) Payment of fees

All fees in respect of Short Course will be payable in advance of access of the Short Course. The fee you agree to pay is shown in the Store. If you are not paying your fees at the time of enrolment, we may accept payment by an approved payment method such as payment by a sponsor. You are required to have secured the agreement to pay the fees by that method before we will accept your enrolment unless Teesside University agrees otherwise in its absolute discretion. No emails granting access will be released to You until full payment is received by us. Where You are making payment as a Sponsor or Employer under condition 3(d), You are granted the right to pay online or request an invoice from us, in which case You will need to contact [learningstore@tees.ac.uk](mailto:learningstore@tees.ac.uk) for said invoice. In the event that You, as a Sponsor or Employer wishes to request an invoice, the minimum fee payable must be £500 for this request to be accepted by us. In any event, payment must be made to us within 14 days of confirmation from us for acceptance of a payment via invoice. Payment must be received by us before You are granted access to the courses.

#### b) Refund of fees

Except where you have a right to cancel your course enrolment in accordance with section 4c of these Conditions, there is no refund of fees if you wish to end your studies outside the period specified in section 4c or once you have accessed the learning materials and/or course resources.

### 6. Your personal data

Details of the personal data that we process about you is contained within our [Privacy Notice](#). You will also be able to see the personal data we hold about you in profile section of your profile page within the short courses platform.

You must notify us within a reasonable time if you change your name, the country where you are resident or ordinarily resident, or any of your contact details.

### 7. Complaints

We take complaints regarding Our short course provision very seriously. If for any reason, you feel that you have a sufficient complaint and that you'd like to log that complaint with the university, in the first instance we ask that you make direct contact via email [learningstore@tees.ac.uk](mailto:learningstore@tees.ac.uk) with an explanation of your complaint in full. We will then review Your complaint and make direct contact with You about it. Whilst the complaint is under

review, we recommend that you do not take legal action against Teesside University until the review has been completed.

## **8. How we will communicate with you**

### **a) Your email address**

You must provide us with a valid email address, which we will use to correspond with you. You must inform Us of any changes to your preferred email address.

### **b) Communicating with you by email**

It is your responsibility to check your email regularly. You will be sent important information about your Short Course by email. It is also your responsibility to manage any filters on your account to ensure that email from Us is sent into your 'Inbox' and not to a 'spam' or 'junk' email folder. You should ensure that your inbox has an adequate amount of space to receive messages from Us.

## **9. Our right to cancel your enrolment**

We may cancel your enrolment at any time if:

- a) we find that you have given us information which is untrue or misleading; or
- b) you break any of the conditions set out in this document (or any of the other rules and regulations referred to in it).

If We cancel your enrolment for a course we will not send you any further materials or information and you may not participate in any learning activities after the date of cancellation. If we cancel your enrolment for any of the reasons set out in this section 9 then you will not be entitled to a refund.

## **10. Contact details**

For more information about enrolment and fees or to change or cancel your studies:

Teesside University

Middlesbrough

TS1 3BA

E: [learningstore@tees.ac.uk](mailto:learningstore@tees.ac.uk)

Learners must use a single account on Teesside University's Short Courses and CPD Platform and should not provide false information about themselves. Learners must not modify the site or access it in a way that causes slowdown or harm to others.

## 11. Technical/ Copyright

Copyright and all intellectual property rights in e-Learning courses, materials, logos, graphics and the platform are vested in Us and no part may be copied or reproduced in any way.

It is your responsibility to ensure that our digital learning technology is compatible with your systems. We are not liable or responsible for any technical issues which may arise as a result of your failure to ensure compatibility as above. Due to its inherent nature, you acknowledge that we are not liable or responsible for any delay, disruption or disturbance in the operation of the internet. Similarly, you acknowledge that 24 hour access to digital learning platform may be interrupted due to telecommunications failures which are beyond Our control and/or downtime for repairs, maintenance and upgrading.

Technical Support: Email support is available between the hours of 9.00am and 4 pm, Monday to Friday (excluding public holidays). Requests for support should be sent by email and we will respond as soon as reasonably practicable.

Disclaimer: e-Learning courses and supporting materials are prepared solely for training purposes. Presenters, authors and Teesside University will not accept responsibility for loss howsoever occasioned to any person or persons arising from any reliance; including but not limited to reliance on any content for the purposes of giving advice to third parties. Nothing in these terms and conditions shall limit or affect any loss or damage for death or personal injury as a result of Teesside University's negligence. A person who is not a party to this agreement shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms. These conditions shall be subject to English law and any dispute and/or difference shall be determined by proceedings in the English courts.