

Queen Mary University of London

Booking Terms and Conditions for Short Courses

1. Introduction and interpretation

1.1 I understand and accept that these terms and conditions (the "Terms"), apply to all short courses provided to me by Queen Mary, University of London ("QMUL"). The Terms apply to all training courses provided online or at QMUL sites and third-party venues.

1.2 I acknowledge that in these Terms, the following expressions will have the following meanings:

- **"Application"** means my application for a place on the Course that is made through submitting my Booking Form;
- **"Application Date"** means the date I submit my Booking Form as part of the Application process;
- **"Booking Form"** means the online or paper Booking Form supplied by QMUL and completed by me;
- **"Short Course"** means the course and mode of study set out on the Website in the course synopsis that I agree to undertake;
- **"Data Protection Laws"** means any laws and regulations in any relevant jurisdiction (as amended, consolidated or re-enacted from time to time), relating to privacy and/or the use or processing of data relating to natural persons, including EU Regulation 2016/679 ("**GDPR**"), the Data Protection Act 2018 and the Privacy and Electronic Communication Regulation 2003..
- **"Event Outside QMUL's Control"** means an event or circumstances beyond QMUL's reasonable control, such as:
  - (a) strikes, lock-outs or other industrial action by third parties;
  - (b) strikes, lock-outs or other industrial action by our employees;
  - (c) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, adverse weather, subsidence, or other natural disaster or "act of god";
  - (d) failure of public or private telecommunications networks;
  - (e) pandemic, epidemic and any restrictions or requirements that might be imposed by any Government or relevant authority, and will include, for example, any disruption caused as a result of COVID-19; and/or
  - (f) decisions made by any Government or relevant authority or regulator that impact on our ability to perform our obligations under the Contract, including, for example, any changes made by any Government regarding examination results;
- **"Fees"** means the tuition fees and administration fees payable by me in relation to the Course;
- **"Online Short Course"** means a Short Course that QMUL delivers online;
- **"Personal Data"** means any information relating to an identified or identifiable person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- **"Sensitive Personal Data"** means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation;

- **"Services"** means the teaching services and related teaching materials that QMUL will provide in relation to the Short Course;
- **"Short Course Office"** means the address of the QMUL short course office as provided to me in the joining instructions or sent to me before I commence the Short Course;
- **"Website"** means QMUL's Short Course pages on the Queen Mary University of London website which I can locate at [TO BE INSERTED] and
- **"VLE"** means any online virtual learning environment that QMUL uses to deliver its Online Short Courses.

1.3 Where examples are given in these Terms by using words or phrases such as "including" or "for example", I accept that this will not restrict the meaning of the general related words which are used for illustrative purposes only and the use of such words and phrases will not be deemed to be exhaustive.

1.4 I understand and accept that any references in these Terms to "working days" are to days other than Saturdays and Sundays, public holidays, and any other days where QMUL is closed.

## **2. About QMUL and how I can contact the Short Course administration teams**

2.1 I am aware that I can contact the relevant Short Course administrators by referring to the acceptance correspondence email I received upon booking.

## **3. Contractual Relationship between QMUL and Me**

3.1 I am aware that my Application is an offer to QMUL to enter into a binding contract with QMUL to purchase a place on the Short Course. I accept that QMUL is free to accept or decline my Application at its absolute discretion. I acknowledge that my offer will only be accepted once QMUL sends me written confirmation that my Application has been accepted by email, or that QMUL is able to offer me a place on the Course (the "Confirmation").

3.2 I accept that at the point I receive the Confirmation; a contract will come into existence between me and QMUL (the "Contract"). The Contract will continue until I complete the Course, unless the Contract is cancelled earlier in accordance with these Terms.

3.3 The Contract will be subject to these Terms and the Booking Form. QMUL considers that these Terms and the Booking Form set out the entire agreement between me and QMUL in relation to the Short Course.

## **4. Late applications**

4.1 I accept that if I submit my Application within 5 working days of the Short Course commencing, QMUL will not be able to guarantee that the Confirmation will reach me before the Short Course starts. I understand and accept that in these circumstances, I may not receive Short Course specific details such as VLE log ins prior to the Short Course commencing and QMUL will use reasonable endeavours to provide me with Confirmation by phone or email and to provide me with the Short Course specific details such as VLE log ins as soon as possible.

4.2 I accept that if I submit my Application within 5 working days of an Online Short Course commencing and my Application is accepted by QMUL, if I do not receive a response from QMUL setting out my joining instructions and login details for the Online Short

Course within 24 hours; it is my responsibility to contact QMUL and continually check the status of my Application.

## **5.The Services**

**5.1** I acknowledge that QMUL:

**5.1.1** will use its reasonable endeavours to ensure that the Services meet the description set out on its Website as at the Application Date in all material respects;

**5.1.2** will use its reasonable endeavours to comply with the timetable for the delivery of the Services which is set out on QMUL's Website as at the Application Date;

**5.1.3** may make any changes to the Services and/or any Short Course or take any steps:

- a) which are necessary due to an Event Outside QMUL's Control; or
- b) to ensure that QMUL complies with any applicable law, regulation, safety requirement, recommended government rules and/or guidance relating to any disease or public health matter or in response to regulatory changes.

**5.1.4** if QMUL needs to make any material changes to its Services or the Short Course (as determined by QMUL), QMUL will bring the material changes to my attention as soon as reasonably practicable.

**5.2** I accept and agree that the dates, modes and locations for the delivery of the Services and the tutors and lecturers providing the Services may be subject to change from time to time where it is reasonable for QMUL to do so and where the changes do not impact upon delivery of my learning outcomes. I accept that in these circumstances, QMUL will notify me of any such changes as soon as reasonably practicable and will use its reasonable endeavours to limit and reduce any possible disruption to the Services I receive. Any such changes may occur for example:

**5.2.1** due to Events Outside QMUL's Control;

**5.2.2** due to room, facilities and/or staff shortages;

**5.2.3** in response to regulatory changes; and

**5.2.4** in order to improve the content and/or delivery of the Services.

## **6. My obligations**

**6.1** I agree to:

**6.1.1** maintain and evidence my immigration status that entitles me to undertake the Short Course;

**6.1.2** attend classes for the Short Course regularly and on time;

**6.1.3** ensure that I have a level of spoken and written English sufficient to allow me to participate in the Short Course (by way of a guideline only, I accept that if English is not my first language, QMUL would recommend that I have an English Language level equivalent to an IELTS score of 6 to understand and participate in my Short Course);

**6.1.4** refrain from using any audio or visual recording equipment during classes or practical sessions;

**6.1.5** comply with QMUL's health and safety rules as notified to me from time to time, including by wearing suitable clothing and footwear;

**6.1.6** conduct myself in a professional and courteous manner and refrain from causing offence or nuisance to QMUL, its staff or other students;

**6.1.7** provide the equipment and materials that QMUL advise me to use on the Website or in the Short Course induction information required for the Short Course;

**6.1.8** only use any facilities and equipment provided by QMUL during the stated hours for the delivery of the Short Course; and

**6.1.9** not provide access to or share login details or content of the Short Courses with any third parties.

## **7. Fees and payment**

**7.1** In relation to the Fees, I acknowledge that:

**7.1.1** the Fees payable by me will be as per the fees published on the Website as at the Application Date;

**7.1.2** the Fees are payable in GBP;

**7.1.3** the Fees are payable at the same time as I submit my Booking Form, unless the Fees are payable in accordance with paragraph 7.2;

**7.1.4** if QMUL does not accept my Booking Form, I will receive a refund of any Fees that I have paid within 14 days of QMUL rejecting my Booking Form;

**7.1.5** if I do not pay the Fees in accordance with these Terms, I will not be entitled to start the Short Course;

**7.1.6** all Fees stated are inclusive of VAT, if applicable;

**7.1.7** any Fees payable can be paid by the following methods:

- a) on-line by using my credit or debit card; or
- b) by bank transfer, banker's draft or a payment sent for collection. I acknowledge that I will be required to provide a transaction reference number;

**7.1.8** QMUL's bank details for the purposes of paying the Fees are available on request.

**7.2** I accept that even if my employer or organisation has agreed to pay all or part of my Fees, I will remain liable for the payment of the Fees and I will be responsible for making arrangements with my employer or organisation to ensure that the Fees are paid to QMUL. If my employer or organisation is paying the Fees and wishes to be invoiced, it is my responsibility to ensure that my employer or organisation writes to QMUL (on their headed paper) and sends to QMUL a company purchase order along with my Application within 7 days of Confirmation. I accept that in these circumstances, payment of the Fees will be required within 30 days of submission of my Booking Form and in any event, prior to the start of the Short Course.

## **8. Minimum age requirement**

**8.1** I understand that QMUL cannot accept my Application if I am aged under 18, unless the Short Course is specifically advertised as being for persons under the age of 18.

## **9. Overseas applications**

**9.1** I accept that QMUL may need to contact me in the two weeks prior to the Short Course starting if I am travelling from overseas. It is my responsibility to include my UK contact details when I submit my Application.

**9.2** I should wait to receive Confirmation from QMUL before making any travel arrangements. I accept that QMUL will not be responsible for any travel or accommodation costs I incur if QMUL does not accept my Application and offer me a place on the Short Course.

## **10. Visas**

**10.1** This paragraph 10 is not applicable to Online Short Courses.

**10.2** I acknowledge that if I am a British national, I may need to provide evidence of my status at the point of registration onto the Short Course.

**10.3** I acknowledge that if I am from a country outside of the UK, I may require permission to study in the UK and will need to present my passport or valid ID, my visa and any other relevant documentation evidencing my entitlement to study in the UK and valid immigration status to the Short Course Office at least 2 full working days before the start of the Short Course, or as further advised in the Confirmation or communications from QMUL prior to the start date of my Short Course. I accept that I will need to continue to hold valid immigration status confirming my right to study throughout the duration of the Short Course.

**10.4** If I fail to demonstrate that I have a valid immigration status, I accept that I will not be entitled to join the Short Course at QMUL and that QMUL reserves the right to cancel the Contract on written notice to me, or withdraw me from the Short Course. In these circumstances, QMUL will not be liable to me and will not be responsible for any related or ancillary costs or losses that I incur.

**10.5** I may need a visa to travel and that will allow me to study in the UK in order to undertake one of QMUL's Courses. I can access further information on the Home Office website which is located at <https://www.gov.uk/government/organisations/uk-visas-and-immigration>. I accept that it is my responsibility to determine how far in advance I need to apply for a visa, and to allow sufficient time to obtain a visa. I must take responsibility for ensuring that I comply with the terms of my visa application (if applicable) in relation to the Short Course and whilst I continue to study at QMUL.

**10.6** I accept that if I hold limited leave to remain in the UK which is due to expire during the Short Course, I will be required to demonstrate to QMUL that I have obtained further leave to remain, or where relevant, indefinite leave to remain. If I fail to provide such evidence to QMUL, I accept that QMUL reserves the right to prevent me from enrolling onto the Short Course (without liability to me) or can withdraw me from the Short Course. If I believe such a decision to be incorrect, I accept that I can submit a complaint through QMUL's relevant complaint procedure as further detailed at paragraph 25.

**10.7** On occasion, QMUL may need to contact the UK Home Office to clarify details on any outstanding visa applications and previous immigration history. I accept and acknowledge that this may involve QMUL giving information about me to the Home Office.

**10.8** I acknowledge that if I fail to comply with any immigration conditions, QMUL may be obliged to report this to the UK Visas and Immigration ("UKVI") in order to comply with its own reporting obligations. Where your visa is revoked or withdrawn for any reason, QMUL will interrupt or end the Contract.

## **11. My legal cancellation rights**

**11.1** If I am a consumer and I am not entering into the Contract for purposes connected with a business, then I have legal rights under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 to cancel the Contract within 14 days (the "Cancellation Period") without giving any reason to QMUL. I accept that the Cancellation Period will expire 14 days after the date of the Confirmation.

**11.2** If I wish to cancel the Contract within the Cancellation Period, I may inform QMUL by contacting the relevant Short Course administrator via email and refer to the acceptance email I received upon booking.

**11.3** QMUL will not start providing the Services to me during the Cancellation Period unless I expressly request QMUL to do so.

**11.4** If I cancel the Contract within the Cancellation Period, QMUL will refund me the Fees that I have paid within 14 days of the date on which I inform QMUL that I wish to cancel the Contract. However, I acknowledge that if I have expressly requested that QMUL start providing the Services within the Cancellation Period, for example by attending the Short Course, then QMUL will be entitled to charge me a reasonable sum for the Services provided based on the proportion of the Short Course I have undertaken. As a result, QMUL can deduct this sum from any refund payable to me.

**11.5** I acknowledge that the other paragraphs of these Terms set out my other rights to cancel the Contract which are in addition to, and do not affect my rights under this paragraph 11.

## **12. My other cancellation rights**

**12.1** I may cancel the Contract after the Cancellation Period but before the Short Course starts providing I give QMUL written notice. I accept that in these circumstances I will remain liable for the Fees and will not be entitled to a refund of the Fees paid except in the circumstances laid out in paragraph 12.3 below.

**12.2** I understand and accept that:

**12.2.1** if I provide QMUL with written notice to cancel the Contract outside of the Cancellation Period but at least 28 days before the Short Course starts, I will be entitled to a refund of the Fees I have paid;

**12.2.2** I may also cancel the Contract after expiry of the Cancellation Period and after the commencement of the Short Course, providing I give QMUL written notice. I accept that in these circumstances I will remain liable for the Fees and will not be entitled to a refund of the Fees paid.

**12.2.3** If I provide QMUL with written notice to cancel the Contract outside of the Cancellation Period and fewer than 28 days before the Short Course starts, I will not be entitled to any refund of the Fees unless I am able to find a replacement student to take my place on the Short Course. If I am able to find a replacement student and I notify QMUL in writing of the replacement student's name no later than 1 week before the Short Course starts then in these circumstances, I accept that I will be entitled to a refund of the Fees paid once the replacement student has paid their Fees.

**12.4** I may also cancel the Contract at any time if:

**12.4.1** QMUL breaks the Contract in a material way and does not correct the situation within 28 days (where my Short Course is 1 month or more in duration) or 14 days (where my Short Course is less than 1 month in duration) of me asking QMUL in writing to do so; or

**12.4.2** QMUL goes into liquidation or a receiver or administrator is appointed over QMUL's assets.

**12.5** If I cancel the Contract for any reasons set out in paragraph 12.4. I accept that I will receive a full refund of any Fees paid.

**12.6** I understand and accept that any refunds payable under this paragraph 12 may take up to 14 days to process.

### **13. QMUL's cancellation rights**

**13.1** QMUL may cancel the Contract no later than 10 working days before the Short Course starts, if for example there is insufficient availability of tutors or rooms for the Short Course to be taught, or insufficient demand for the Short Course to make its running economically viable (as determined by QMUL). QMUL will notify me as soon as reasonably practicable in the event QMUL cancels the Contract under this paragraph 13.1. In these circumstances I can either:

**13.1.1** transfer onto an alternative available course for which I am qualified to undertake (and receive a partial refund of the Fees if the fees for the alternative course are less than the Fees for the Course); or

**13.1.2** cancel the Contract and receive either a credit note of the Fees valid for 6 months from the date of issue or a refund of the Fees.

**13.2** QMUL may cancel the Contract if an Event Outside QMUL's Control prevents QMUL from providing the Services when it is supposed to for a period of 4 weeks or more or if QMUL loses its right for the purposes of relevant legislation to provide the Services. In these circumstances, QMUL will provide me with:

**13.2.1** a pro-rata refund of any Fees paid as at the date of cancellation (such pro-rata refund being calculated based upon the teaching delivered as at the point of cancellation as against the teaching which was due to be delivered had the Contract been completed); and

**13.2.2** a certificate of attendance upon request (to the extent I commenced study on the Course).

**13.3** QMUL may cancel the Contract or suspend me from the Short Course on written notice to me if:

**13.3.1** my attendance falls below reasonably acceptable levels (other than for reasons outside my reasonable control);

**13.3.2** I do not pay the Fees when I am supposed to;

**13.3.3** QMUL discovers that I do not have an immigration status entitling me to undertake the Short Course;

**13.3.4** I break the Contract in a material way and do not correct the situation within 5 days of QMUL asking me in writing to do so;

**13.3.5** I give my login details or student card to any third party without QMUL's prior written permission; or

**13.3.6** I share Short Course content with any third party without QMUL's prior written permission.

## **14. Payment of refunds**

**14.1** I accept that if I become entitled under these Terms to receive a refund from QMUL then:

**14.1.1** refunds will be paid in GBP and QMUL will not be responsible for any losses I suffer as a result of currency exchange fluctuations or exchanges; and

**14.1.2** QMUL will pay any refunds using the same payment methods I used to pay the Fees.

## **15. Postponement of classes**

**15.1** If a class is postponed for reasons for which QMUL is responsible, including staff illness, QMUL will make every reasonable effort to reschedule the class or to add the missed hours on to the remaining Short Course classes.

**15.2** In these circumstances I acknowledge that QMUL apologises for any inconvenience caused and I am encouraged to contact the Short Course Administrator if I have any concerns.

## **16. Transfers and substitutions**

**16.1** I acknowledge that I may transfer onto an alternative course as long as:

**16.1.1** a place on a suitable alternative course is available which I am qualified to undertake;

**16.1.2** I make a written request to transfer at least 1 month before the original Short Course is due to start or, if I make a request to transfer later than this, and I find a replacement student for my place;

**16.1.3** I pay the difference between the Fees I have paid and any increased or additional fees applicable to the alternative course; and

**16.1.4** I have not already transferred between courses on a previous occasion.

**16.2** I acknowledge that I may transfer my place on the Short Course to a replacement student as long as:

**16.2.1** I notify QMUL in writing of the replacement student's name no later than 1 week before the Short Course starts; and

**16.2.2** the replacement student satisfies all of the requirements set out in these Terms and conditions.

**16.3** I accept that I may not transfer to another course once my Short Course has started.

## **17. Non-attendance**

**17.1** Non-attendance at classes due to reasons other than QMUL's default does not entitle me to refunds, extra tuition or a transfer.

**17.2** If, for reasons outside my own reasonable control (such as illness) I miss classes, QMUL will use its reasonable endeavours to offer me reasonable additional support, subject to me paying QMUL's additional charges (such charges to be notified to me and approved by me in advance).

**17.3** In the case of Online Short Courses, in the event that I am unable to attend a class via the VLE, QMUL shall, subject to paragraph 22.2, use reasonable efforts to provide me with access to an archived recording of the class.

## **18. Events outside QMUL's control**

**18.1** QMUL shall not be responsible for any failure to perform or delay in performing its obligations under the Contract that is due to an Event Outside QMUL's Control. If an Event Outside QMUL's Control takes place which affects its obligations under the Contract then I accept that:

**18.1.1** QMUL will notify me as soon as reasonably possible ;

**18.1.2** QMUL's obligations under the Contract will be suspended and its time for performance extended for the duration of the Event Outside QMUL's Control;

**18.1.3** QMUL will use reasonable endeavours to mitigate the impact of any disruption and recommence its obligations affected by an Event Outside QMUL's Control; and

**18.1.4** QMUL will restart the Services as soon as possible when the Event Outside QMUL's Control is over.

## **19. QMUL's liability to you**

**19.1** Subject to **Error! Bookmark not defined.**19.2, under no circumstances shall QMUL be liable for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and

(g) indirect or consequential loss to be incurred by me.

**19.2** QMUL does not exclude or limit in any way its liability for:

**19.2.1** death or personal injury caused by QMUL's negligence or the negligence of QMUL's employees, agents or subcontractors;

**19.2.2** fraud or fraudulent misrepresentation;

**19.2.3** any other liability that cannot be excluded by law.

**19.3** Subject to clauses 19.1 and 19.2, QMUL's maximum liability to me whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the fee paid or payable for the Short Course.

**19.4** QMUL cannot guarantee any specific results or outcomes of the Short Course or any assessment related to the Short Course.

**19.5** The conditions and terms set out in the Terms are the only ones which will apply to the relationship between QMUL and me. Any conditions, warranties or other terms not set out in the Terms which might otherwise apply (due to statute or common law) are excluded from the Terms so far as QMUL is permitted to do so by law.

## **20. Certificates**

**20.1** On successful completion and achievement of any specified progression grades relating to the Short Course being undertaken, a certificate of attendance will be issued to me in the name specified in my Application Form, if I have attended at least 80% of the sessions on the Short Course, unless I undertake a conditional course which contains pre-requisites that I need to meet ("Conditional Course"), in which case I will be required to attend 90% of the sessions on the Conditional Course in order to be issued with a certificate.

**20.2** As expressly stated on the Website, QMUL will only issue certificates of attendance and not certificates of attainment of a particular grade, qualification or standard.

**20.3** Certificates of attendance will usually be issued in person. I accept that if I require a certificate to be posted, I will be required to provide a stamped addressed envelope.

**20.4** In the case of Online Short Courses, I will receive by email a digital certificate of attendance at the end of my Short Course in accordance with the terms of this paragraph 20. Non-attendance of any classes of the Short Course cannot be substituted by viewing archives.

**20.5** If I lose my certificate of attendance, replacements can be provided up to 1 year from completion of the Short Course, free of charge for a digital certificate, or subject to me paying an administration charge of £30.00 for a physical certificate.

## **22. Online Short Courses**

**22.1** Online Short Courses will be delivered using the VLE. QMUL will provide me with information on how to access the VLE prior to the commencement of the Short Course. I acknowledge that I may only use the content on the VLE for my own personal learning and I am not permitted to adapt or use it for any other purpose other than for my own learning of the Short Course.

**22.2** Access to an Online Short Course will remain in place for a maximum of 2 weeks after the Online Short Course comes to an end at which point I will no longer have access to it or the VLE.

**22.3** The Online Short Course content has been created by tutors who are predominantly based in the United Kingdom and as such caters to the environment and culture in the United Kingdom. Whilst it is not their intention, it is possible that such Online Short Course content may cause offence to cultural or religious sensitivities.

**22.4** I agree to:

**22.4.1** ensure that I will be present on the VLE to attend the Online Short Course at the scheduled times for the entire duration of the sessions, which are always stated as UK time and factoring in the changes in time between GMT to BST;

**22.4.2** use computing equipment which meets the minimum requirements for hardware, software and internet bandwidth as listed on <https://blackboard.secure.force.com/publicbarticleview?id=kAB700000008P8m> and <http://www.arts.ac.uk/csm/courses/short-courses/short-courses-online/frequently-asked-questions/>; and

**22.4.3** ensure I have the right equipment and materials as prescribed in the “Materials” section in my Online Short Course description.

**22.5** I acknowledge that the cost of any equipment and internet access are not included in the Fees and will be my own responsibility.

**22.6** I accept that it will be my responsibility to check that any materials and equipment, or other devices I intend to use for the purposes of undertaking the Short Course is compatible with the specification requirements of the Short Course as set out in these Terms.

**22.7** I acknowledge and agree that failure to comply with paragraph 22.4 may limit my progress on the Online Short Course. I accept that progression and successful completion of the Online Short Course is conditional upon satisfactory attendance of lessons, any online assessments, the submission of any online course work and the successful achievement of any specified progression grades relating to the Short Course being undertaken. I accept that if I fail to attend the lesson, participate in online assessments and submit online course work on time without good reason, or without the permission of QMUL, QMUL may consider that I have deemed to have withdrawn from, or be required to leave the Short Course.

**22.8** If there are problems with my connection to the VLE which disrupt other students who are enrolled on the Online Short Course, QMUL reserves the right to remove me from the Online Short Course until I have been able to resolve the issue.

**22.9** QMUL will use reasonable endeavours to make an Online Short Course available but cannot guarantee uninterrupted, timely or error-free availability or that defects will be corrected. QMUL reserves the right to suspend access to the VLE and Online Short Course for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the VLE. QMUL will use reasonable endeavours to give me reasonable notice in the event of any suspension or withdrawal of the VLE of which QMUL is aware. I accept and acknowledge that providing QMUL has complied with the provisions of this paragraph 22.9, QMUL will not be held responsible for any technical problems I encounter following the purchase of an Online Short Course, and accepts no liability to the extent there are errors, defects, interruptions and periods of suspension relating to the VLE.

**22.10** I should always keep separate copies of work I upload onto the VLE. To the extent permitted by law, QMUL accepts no liability whatsoever for loss, destruction or corruption of or to data or content uploaded onto the VLE.

### **23. Online Short Courses: content, access, sharing and reproduction**

**23.1** Without prejudice to paragraph 23.3, I agree that I will not record, reproduce, download, modify, re-publish, sub-license, sell, share, broadcast, transmit, make available, disseminate or distribute in any way any of the content provided to me as a part of my Online Short Course.

**23.2** Without prejudice to paragraph 23.4, I further agree not to record, reproduce, download, modify, re-publish, sub-license, sell, share, broadcast, transmit, make available, disseminate or distribute in any way any content created or uploaded by other students as available on the VLE.

**23.3** I may download and use Online Short Course materials where available, for my own personal, non-commercial use only.

**23.4** I acknowledge that due to the interactive nature of the Online Short Courses, at times it may be appropriate for me and other students to reproduce, download, modify, adapt and/or re-publish other students' material uploaded onto the VLE in relation to the Online Short Course and I agree that other students may do this in relation to content that I upload.

**23.5** When I upload material to the VLE as part of my Online Short Course, I confirm that I am entitled to upload this material for this purpose and that this will not in any way infringe any other person's rights.

**23.6** I will not upload or share with other students or tutors any material which is unlawful or unsuitable according to societal norms in the United Kingdom or our policies. This includes uploading of material that is false, obscene, sexist, racist, homophobic, defamatory, illegal, abusive, threatening, extremist, destructive (like malware, viruses, bugs, etc.) or otherwise discriminatory, offensive, disruptive or objectionable to others.

**23.7** I agree that QMUL shall be under no obligation to monitor, screen or censor any of the content that I or any third party uploads to the VLE. To the fullest extent permitted by law, QMUL accept no responsibility for any such content.

**23.8** QMUL reserves the right to suspend access to the VLE or remove any material I upload or share with other students or tutors in breach of these Terms.

**23.9** By uploading material to the VLE, I give QMUL the right to use the material in any part of its courses and to include my material in its own online and print material for promotional purposes. I accept that if I do not wish to give QMUL the right to use my uploaded material I must notify QMUL in writing by emailing QMUL at the Short Course Office prior to the commencement of the Course.

**23.10** The VLE and Online Short Course materials may contain links or embedded links to third party content and websites. These links are provided for my reference only and QMUL does not endorse the content or the operations associated with them. QMUL has no control over such content and cannot accept any liability for such third party content. I should be aware that accessing such content will be subject to third party terms of use and privacy policies.

**23.11** Online Short Courses regularly makes use of third party service providers like Google, Facebook, Twitter, You Tube, Vimeo etc. some of which might be blocked in some countries. I acknowledge that it is my sole responsibility to ensure I am able to access the content of Online Short Courses including content on third party service providers. I accept that if I require further advice as to what service providers will be used on any Online Short Course, I should contact the Short Course Office.

**23.12** QMUL is not responsible for the location, hardware and infrastructure I choose to access VLE from and as such it is my responsibility to comply with any necessary health and safety regulations that apply.

## **24. Data protection**

**24.1** QMUL will process Personal Data, including Sensitive Personal Data, in accordance with the Data Protection Laws. I understand and accept that QMUL will use my data as set out in QMUL's Privacy Notice.

**24.2** I acknowledge that QMUL's Privacy Notice is available at <https://www.qmul.ac.uk/privacy/>

## **25. Complaints**

**25.1** If I have any complaints about the Services, I should raise this with QMUL by contacting the appropriate Short Course administrator by email.

## **26. My rights as a consumer**

**26.1** As a consumer, I have legal rights in relation to the Contract which are not affected by these Terms. I acknowledge that advice about my rights may be available from my local Citizen's Advice Bureau.

## **27. Other important terms**

**27.1** QMUL may transfer its rights and obligations under any Contract to another organisation, and QMUL will always notify me in writing if this happens, but this will not affect my rights or QMUL's obligations under the Contract.

**27.2** Except as set out in paragraph 16.2 I may not transfer my rights or obligations to any other person.

**27.3** The Contract is between me and QMUL. No other person shall have any rights to enforce any of its terms.

**27.4** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**27.5** If QMUL fails to insist that I perform any of my obligations under the Contract, or if QMUL does not enforce its rights against me, or if QMUL delays in doing so, that will not mean that QMUL has waived its rights against me and will not mean that I do not have to comply with those obligations. If QMUL does waive a default by me, QMUL will only do so in writing, and that will not mean that QMUL automatically waives any later default by me.

**27.6** These Terms and the Contract are governed by English law. I, together with QMUL agree to submit to the non-exclusive jurisdiction of the English courts.