

SHORT COURSE PROVISION - OUR TERMS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we are willing to provide short courses to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your booking application. These terms tell you who we are, the terms on which we will provide the relevant course to you if you are enrolled onto the course, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are the University Court of the University of Glasgow incorporated under the Universities (Scotland) Act 1889 and having our principal office at University Avenue, Glasgow G12 8QQ, a registered Scottish charity in terms of Section 13 (2) of the Charities and Trustee Investment (Scotland) Act 2005 (Charity Number SC004401, Charity Name 'University of Glasgow Court').

- 2.2 **How to contact us.** Our contact details are as follows:

Short Courses
Berkeley Square
Pavilion 3
University of Glasgow
G12 8QQ

General enquiries email: shortcourses@glasgow.ac.uk

- 2.3 **How we may contact you.** If we have to contact you we will do so primarily by writing to you at the email address you provide to us (although we may also contact you by telephone, SMS, or by writing to you at your postal address).
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails. This means that if either of us is required to notify the other about something in writing, that notification may be by email.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your booking.** Our acceptance of your booking will take place when you receive a booking confirmation email from us, at which point a contract will come into existence between you and us on these terms and conditions.

- 3.2 **Submitting a booking request – what it means.** By submitting a booking request for a course you are agreeing to comply with these terms and conditions.
- 3.3 **If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this and will not charge you for the course. This might be because the course is full, because we have identified an error in the price or description of the course, because the course has already been cancelled due to lack of numbers, or because we are unable to deliver the course for some unforeseen reason.
- 3.4 **Course Cancellation.** We reserve the right to cancel courses after we have accepted your booking. This may happen where an insufficient number of students have booked onto the course, or because we are unable to deliver the course for some other reason. Wherever reasonably possible, we will notify you of cancellation at least 7 days before the course commencement date. Where we have cancelled a course, you will receive a full refund of any course fees paid in respect of that course.
- 3.5 **University rules and regulations.** You will be required to abide by, and to submit to the procedures of, the University of Glasgow's rules and regulations, as amended from time to time including the Code of Student Conduct.

A copy of the current regulations, known as the *University Regulations*, can be viewed online at: <https://www.gla.ac.uk/myglasgow/senateoffice/policies/uniregs/>

- 3.6 **Registration as a student.** If you are enrolled on an credit bearing course, you will be registered as a student of the University of Glasgow. As a registered student, and in addition to the rules and regulations set out in the *University Regulations*, you will be required to comply with other applicable University policies including the Regulations for the use of University ICT systems and facilities (available at www.gla.ac.uk/myglasgow/it/regulationscommitteesandpolicies/aup/codeofconduct/).

4. COURSE TRANSFERS

- 4.1 Once you have enrolled on a course you will not have the option to transfer so please ensure that the course of study is right for you. Though it cannot be guaranteed, it may be possible for students enrolled on language courses to transfer to a lower or higher Level.

5. OUR RIGHTS TO MAKE CHANGES TO COURSES

- 5.1 **Course changes.** We will try to ensure the accuracy of the information provided with respect to a course but please note that all courses are subject to alteration without notice. We will use reasonable endeavours to deliver courses in accordance with the descriptions set out on our website. We do, however, reserve the right to make variations to the content or method of delivery of courses, change the tutor and venue for the course and to cancel courses, if we reasonably consider such action to be necessary. In the event of industrial action, adverse weather incidents, pandemic,

changes in law or governmental guidance, or other circumstances beyond our reasonable control interfering with our ability to provide any course or service, we undertake to try to minimise disruption as far as is reasonably practicable.

- 5.2 **Postponement of classes.** In the event of inclement weather or other unforeseen circumstances, when classes might have to be postponed at short notice, we will make reasonable efforts to relay the information to you.

6. FEES

- 6.1 **Fees and payment.** The course fee is shown for each entry in the programme on our website. Fees for all courses must be paid in full on enrolment by credit or debit card. You will not be entitled to join the course unless and until payment has been received by us in full.

- 6.2 **SAAS Part-time Fee Grant (PTFG).** For certain of our short courses, you may be eligible to apply for a Student Awards Agency for Scotland part-time fee grant (PTFG) which can contribute towards course fees. Additional guidance and information about how we will process and enrol students using PTFGs can be found here: <https://www.gla.ac.uk/study/short/informationforstudents/fees/> Please note that, where you have paid your fees in full but subsequently receive confirmation of PTFG funding, applicable refunds will be processed by us shortly after we receive your SAAS letter save in the case of those students enrolled on our Access to higher education programme whose refunds will be processed following receipt by us of payment from SAAS.

- 6.3 **You are personally responsible for paying your fees and other charges.** Even if you may have made arrangements with a student finance authority (for example SAAS) or third party sponsor to pay your fees on your behalf, you remain personally responsible for payment if they do not pay your fees. It is your responsibility to resolve any disputes you may have with your student finance authority or third party sponsor.

- 6.4 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the courses may be incorrectly priced on our web-pages. We will normally check prices before accepting your booking so that, where the course's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the course's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your booking. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, and refund you any sums you have paid.

7. YOUR RIGHTS TO END THE CONTRACT

- 7.1 **You can always end your contract with us.** Your rights, when you end the contract, will depend on the circumstances:

- (a) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;**
- (b) **If you have just changed your mind about the course, see clauses 7.3, 7.4, and 7.5;**
- (c) **If you wish to end the contract because of ill health, please see clause 10.2.**

7.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (c) below the contract will end when you notify us that you wish the contract to end. The reasons are:

- (a) we have told you about an upcoming change to the course or these terms which you do not agree to (see clause 5.1);
- (b) we have told you about an error in the price or description of the course you have booked and you do not wish to proceed; or
- (c) you have a legal right to end the contract because of something we have done wrong.

7.3 Cooling Off Period - Right to cancel.

Where you have booked online, you have 14 days from the date of your online booking confirmation email to cancel this contract and to receive a full refund. However, please see clause 7.4. To be clear, this right to cancel only applies to courses booked online or otherwise off-premises.

7.4 When you don't have the right to change your mind. Once we have completed the services you cannot change your mind, even if the cooling off period is still running. If you cancel during the cooling off period after we have started delivering the course to you, we may, at our discretion, charge you for the part of the course delivered up until the time you tell us that you have changed your mind.

7.5 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 7.4), you can still end the contract before it is completed. Delivering the course to you is a contract for services. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will end on the day on which you contact us. Unfortunately, except as set out in clause 10.2, we are not able to offer a refund in these circumstances because of the impact withdrawal will have on our ability to provide the course to others already enrolled.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know. Please email your details and reasons for ending the contract to

shortcourses@glasgow.ac.uk ensuring that “Course Cancellation” is in the subject field.

9. OUR RIGHTS TO END THE CONTRACT

9.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due.
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the course to you and/or enrol you as a student (as applicable); or
- (c) you fail to comply with the University of Glasgow’s rules and regulations, or other applicable policies, as amended from time to time.

10. REFUNDS

10.1 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we may, at our discretion, refund any money you have paid in advance for any part of the course we have not provided but, please note: (i) we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract; and (ii) you shall not be entitled to a refund for a course that has already commenced or for which we reasonably consider that to do so may jeopardise our ability to provide the course to other students as planned (because, for example, of the reduction in numbers).

10.2 **Withdrawals for medical reasons.** A full or partial refund may be issued if you require to withdraw from a course because of a medical issue. In such instances a medical certificate must be provided. To apply for a refund, please complete a Refund Application Form (available here: www.gla.ac.uk/media/media_415056_en.pdf) and return to shortcourses@glasgow.ac.uk

10.3 **How we will refund you.** Where a refund is due, we will refund you as follows:

- (a) Debit card: Debit card used for original payment; or
- (b) Credit Card: Credit card used for original payment.

10.4 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the course for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

10.5 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind during the cooling off

period then your refund will be made within 14 days of your telling us you have changed your mind.

11. IF THERE IS A PROBLEM WITH THE COURSE

- 11.1 **How to tell us about problems.** If you have any questions or complaints about the course, please contact us using the contact details set out at clause 2.2.
- 11.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the course. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The provision of a course is a contract for services. The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

You also have the right to change your mind, as described in clause 7.3.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 **We are not responsible for loss and damage to your property caused by you.** We are not responsible for any loss or damage to your property caused by you or by other students or by third parties for whom we are not responsible (for example if you lose an item of your personal belongings while on the University campus).
- 12.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 13.1 **How we will use your personal information.** We are committed to protecting the privacy and security of your personal information and will comply with all applicable requirements of relevant data protection legislation. We collect and process information, including images, about our students, applicants and potential applicants, for academic, administrative, management, advisory, support, pastoral, legal, statutory, and health and safety reasons. Our Privacy Notice describes how we will collect, store, and use your personal information both during and after your period of study at the University.

Please read our Privacy Notice carefully. It can be found here:

<https://www.gla.ac.uk/study/short/informationforstudents/ourprivacypolicy/>

- 13.2 **Disclosure to third parties.** In order to deliver your course, we may need to disclose your personal information to certain third parties including certain of our contractors, agents and service providers, debt collection agencies and relevant governmental departments and bodies. The third parties with whom your personal information may be shared and the purposes for which it will be shared, are set out in our Privacy Notice.

14. OTHER IMPORTANT TERMS

- 14.1 **We may transfer certain of our rights to someone else.** We may transfer our rights and obligations under these terms to another organisation but we will tell you where this happens. This may happen, for example, where you owe us a debt under these terms and we pass that debt for collection to a third party debt collection agency.
- 14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We have no obligation to agree.
- 14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms except where we transfer rights in accordance with clause 14.1.
- 14.4 **Events outside our control.** We will not be liable or responsible for any failure to carry out, or delay in carrying out, any of our obligations under these terms where that delay or failure is caused by an event outside our reasonable control. Examples include adverse weather, pandemic, changes of law or governmental guidance, accidental destruction of a building or industrial action by staff.

- 14.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 14.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the course, we can still require you to make the payment at a later date.
- 14.7 **Information on our website.** Information for students is contained on our website here: www.gla.ac.uk/study/short/informationforstudents/. However, if there is any conflict or ambiguity between any information contained on our website and these terms then these terms will prevail. Please print a copy of these terms for your records.
- 14.8 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by Scots law. If you want to bring legal proceedings against the University you must bring those proceedings to the Scottish courts.

If we need to bring legal proceedings against you we may bring them in any court or courts anywhere in the world that will hear such proceedings. For example, if you are residing outside of Scotland and we need to pursue you for unpaid fees, we may bring legal proceedings in a court where you are resident.