



**Aston University**  
Birmingham

**Short Course**  
**Terms and Conditions**

## 1. Introduction

These Terms and Conditions will apply to all short courses purchased from Aston's website. Please ensure you read these Terms and Conditions carefully prior to making any purchase and strongly advise that you print a copy for your future reference.

## 2. Definitions

The following expressions will have the following meanings in these Terms and Conditions unless the context otherwise requires:

"Aston"	means Aston University of Aston Triangle, Birmingham, B4 7ET, United Kingdom;
"Contract"	means the contract entered into between you and Aston for the delivery of the Course in accordance with these Terms and Conditions;
"Course"	means a short course advertised on Aston's website to which these Terms and Conditions apply;
"Course Description"	means the description and other details of the course as published on Aston's website from time to time;
"Course Fee"	means the course fee (inclusive of VAT unless stated otherwise) as set out on Aston's website payable by you to Aston for the Course;
"Course Materials"	means the material(s) provided by Aston to Delegates in relation to the Course (if applicable);
"Delegates"	means an individual who will undertake the Course (who may or may not be the individual who makes the booking);
"Force Majeure"	means any circumstances beyond the reasonable control of Aston including any strike, lock-out, or other form of industrial action, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or act of God;
"Intellectual Property Rights"	means all intellectual property rights in the Course Materials throughout the world for the full term of the rights concerned, whether or not registered and whether or not registerable, including without limitation, copyright, database rights, patents, rights in inventions, know-how and technical information, design rights, registered and unregistered designs, trade marks (including business and brand names, devices and

logos) domain names and the rights to apply for any of the foregoing anywhere in the world; and

“You” and “Your” are references to the individual, partnership or company with whom Aston enter into a Contract.

### **3. Formation of Contract**

- 3.1 You will be asked during the booking process if you are booking on behalf of a company or other organisation or entity. If you answer this question in the negative, the Contract will be with you personally. If you answer this question in the affirmative, the Contract will, subject to condition 3.2, be with the company or other organisation or entity named by you during the booking process.
- 3.2 If you make a booking on behalf of a company or other organisation or entity, it will be deemed to be warranting that you are duly authorised to make the booking. If for whatever reason you are not authorised or if that company or other organisation or entity cannot be identified by Aston as a valid legal entity, the Contract will be with you personally and you will indemnify Aston and keep Aston fully indemnified against any claims, costs, losses, damages and expenses (including reasonable legal costs) incurred by Aston as a result.
- 3.3 Once Aston receives a booking request, Aston will send an e-mail to the prescribed email address acknowledging receipt of the request. This acknowledgement does not mean that Aston has accepted the booking request. The booking request constitutes as an offer to enter into a Contract with Aston for the provision of the relevant Course in accordance with these Terms and Conditions. The booking request will only be deemed to be accepted if and when Aston confirms acceptance by e-mail at which point and on which date the Contract with you will come into existence. Aston may reject any booking request for any reason at its sole discretion.

### **4. Payment**

You will pay Aston the Course Fee as set out on Aston’s website as at the time when your booking is confirmed. The Course Fee may change at any time, but such changes will not affect bookings that Aston has confirmed with you.

### **5. Courses**

- 5.1 The delivery content and objectives of each Course are set out in its Course Description. It is your responsibility to ensure that:
- 5.1.1 you read the Course Description and determine whether it meets your requirements; and
  - 5.1.2 any Delegates have the necessary qualifications as specified by Aston to undertake the Course.
- 5.2 Aston will deliver each Course with reasonable care and skill and will use reasonable endeavours to provide presenters who are suitably qualified and experienced in the subject matter of the Course. Aston will also use reasonable endeavours to ensure the Course is delivered in a professional matter and that its content is appropriate to the Course Description.

- 5.3 Upon successful completion of the Course, Aston will award you with the award stated on Aston's website as at the time when your booking is confirmed.
- 5.4 Unless otherwise agreed between you and Aston, all facilities, amenities and equipment made available to you for a Course are made available only for the purposes of and for the duration of that Course and must be used strictly in accordance with Aston's instructions from time to time.
- 5.5 Aston reserves the right to amend the advertised content, structure, venue, timing, Course directors and/or presenters of the Course without your consent. In the event of any amendments made pursuant to this condition 5.5, Aston will endeavour to notify you as soon as reasonably practicable.
- 5.6 All Courses are taught in English.

## **6. Delegates**

- 6.1 You will provide Aston with names and any other requested details of all Delegates at least 7 days' prior to the commencement of the Course. In the event a Delegate cannot attend the Course, you may provide substitute individuals for these Delegates provided that you notify Aston of their names and other requested details as soon as possible.
- 6.2 It is your responsibility to ensure that all Delegates have necessary visa, permissions and contents to undertake a Course.

## **7. Intellectual Property**

The Course Materials are provided to Delegates for personal use only. All Intellectual Property Rights in the Course Materials will vest in Aston. Delegates will not copy, reproduce or distribute Course Materials without the prior written consent of Aston.

## **8. Liability**

- 8.1 Except as expressly set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute, common law, custom, trade usage, course of dealings or otherwise are hereby excluded from the Contract to the fullest extent permitted by law.
- 8.2 Nothing in these Terms and Conditions will limit or exclude Aston's liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation, or in other circumstances where liability may not be limited or excluded under any applicable law.
- 8.3 Subject to condition 8.1 and 8.2:
  - 8.3.1 Aston will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - 8.3.2 Aston's liability to you arising under any circumstance in connection with the contract will not exceed the Course Fee.

8.4 Aston will not be liable for any loss or damage to personal property belonging to any Delegates unless caused by its negligence.

## **9. Force Majeure**

Aston will not be in breach of the Contract nor liable to you for any delay in performing, or failure to perform, any of its obligations under the Contract by reason of Force Majeure.

## **10. Cancellation By You**

10.1 If you are booking the Course as a consumer, you may cancel a confirmed booking within 14 days starting from the date after the Contract comes into effect. Aston will refund you with the Course Fee. You must notify Aston in writing pursuant to condition 14.

10.2 Where Aston begins to deliver a Course before the end of the 14 day period referred to in condition 10.1, you may only cancel the Course up to the time when the Course begins.

10.3 If you wish to cancel a booking for a Course or reduce the number of Delegates for whom you have agreed to pay the Course Fee on a “per head” basis, you must do so in writing and pay the cancellation charges set out in condition 10.3.1 to 10.3.3 inclusive, unless different cancellation charges are stated to apply in the applicable Course Description. When you reduce the number of Delegates for whom you have agreed to pay the Course Fee on a “per head” basis, the cancellation charges will only apply in respect of the numbers being reduced. In the event of cancellation, Aston will refund you:

10.3.1 90% of the Course Fee if more than 30 working days’ notice is given;

10.3.2 75% of the Course Fee if 30 - 20 working days’ notice is given; or

10.3.3 0% of the Course Fee if less than 20 working days’ notice is given.

## **11. Cancellation by Aston**

11.1 Aston reserves the right to postpone or cancel any Course, in whole or in part, without any obligation or liability to you other than as set out in this condition 11.1. In the event of such a postponement or cancellation, Aston endeavours to give you reasonable notice of postponement or cancellation and will refund in full the Course Fee in respect of the Course or cancelled or postponed part of the Course (as the case may be).

11.2 Aston also reserves the right to cancel your booking for a Course and to terminate the Contract without any liability to you if you are in breach of these Terms and Conditions. In the event of such cancellation, Aston reserves the right to retain from the Course Fee any losses and costs suffered by Aston which were reasonably foreseeable by Aston and you when the Contract was entered into.

## **12. Registration**

12.1 All Delegates must enrol and register as students of Aston.

12.2 If you are an individual booking a place on a Course for yourself in your personal capacity, by entering the Contract you agree to be comply with and be bound by Aston's rules and regulations, which can be found at <http://www.aston.ac.uk/quality/a-z/>.

12.3 In all circumstances other than those set out in condition 12.2, it is your responsibility to ensure all Delegates, for whom places have been booked, register as students of Aston at least 7 days prior to the commencement of the Course. Aston reserves the right not to allow a Delegate onto a Course who has not registered by this date, in which case you will be deemed to have cancelled that Delegate's booking for the purposes of condition 10. Aston will provide you with details of how Delegates can register when Aston confirms acceptance of your booking request by e-mail.

### **13. Your Obligations**

13.1 You will conduct yourself, and where applicable ensure that Delegates conduct themselves, in such a way as not to cause harm or disrepute to Aston, cause a nuisance to Aston's employees, students or to any other visitor. Aston reserves the right to require any person who causes such a nuisance to leave Aston's premises immediately.

13.2 You will comply with, and where applicable ensure that Delegates comply with, all of Aston's rules and regulations applicable to the Course, including without limitation those relating to health, safety, welfare and security published and amended time to time.

13.3 You will also comply with, and where applicable ensure that Delegates comply with Aston's reasonable instructions relating to the Course given from time to time.

### **14. Notices**

Aston may send written communications to you by post or by e-mail to either the e-mail or postal address given when making your booking.

### **15. General Provision**

15.1 You will not and will notify your Delegates that they will not have the right to assign, transfer, sub-contract, charge, or deal in any other manner with any rights and/or obligations under these Terms and Conditions, or any arising rights, without the prior written consent of Aston. Aston reserves to transfer any or all of its rights and obligations under these Terms and Conditions to any third party without affecting your rights under the Contract.

15.2 Aston may amend these Terms and Conditions at any time and such amendments will not apply to any Contract you have already entered into with Aston.

15.3 If any court or competent authority decides that any of the provisions of the Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remainder of the Contract, which will continue to be valid to the fullest extent permitted by law.

15.4 Neither you nor we intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

- 15.5 No failure or delay by Aston to exercise any right or remedy provided under the Contract or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy.
- 15.6 The Contract will be governed by English Law and subject to the exclusive jurisdiction of the courts of England and Wales.