

GENERAL TERMS & CONDITIONS FOR LIFELONG LEARNING COURSES

In these terms and conditions, the following words are used to mean the following:

Cancellation Period means 14 working days starting on the day after we send you a booking confirmation for the Course;

Content means all content provided to you as part of the Course or your booking for the Course including text, information, data, software, executable code, images, audio, or video material in any medium or form;

Course means the flexible short course booked via the Lifelong Learning portal;

University, we, our or us means The University of Manchester, Royal Charter No: RC000797, Oxford Road, Manchester, M13 9PL;

you or your means the person booking to attend the Course via the Lifelong Learning portal.

1. Cancellation of a Course by the University

- 1.1 The University, at its sole discretion, reserves the right to cancel a Course (10) days before it is due to start. In the event of such a cancellation the University will refund the Course fee upon proof of purchase.
- 1.2 The University expressly excludes any liability for any direct or indirect losses or damages howsoever arising as a result of such cancellation. In the event of cancellation, the University will use reasonable endeavours to publicise the cancellation and details will be posted on the website associated with the Course. You are responsible for checking this information prior to the Course. Wherever possible, the University will endeavour to contact you by email in the event of cancellation.

2. Cancellation by you

This Section is only applicable to Courses for which a fee is payable:

- 2.1 You have a statutory right to cancel your booking within the Cancellation Period. To cancel, you must send the University a clear statement in writing of your intention to cancel, preferably via email. Contact details for sending this notice to us are provided below. The University will refund any Course fee you have already paid within 30 days after the day on which the University receives your notice to cancel the booking. If you cancel within the Cancellation Period and before the Course starts the University will pay a full refund. If you cancel within the Cancellation Period and during the Course, the University will refund the difference between the full Course fee and the amount the University calculates to reflect the proportion of the Course which has taken place as further detailed in Section 2.2 below.
- 2.2 Should you decide to cancel your booking, the table below sets out the percentage of the Course fee which is refundable to you. Where you have already paid the University more than the payable Course fee set out in the below table, the amount overpaid will be refunded to you.

Percentage of Course fee refundable on cancellation

- 100% of the Course fee where the University receives notice of cancellation (a) before the Course starts; and (b) within the Cancellation Period.

- Where the University receives notice of cancellation (a) during the Course and (b) within the Cancellation Period, the University will calculate the percentage of the Course fee which is refundable based on the proportion of the Course which you have already completed.
- 50% of the Course fee where the University receives notice of cancellation (a) more than 30 working days before the Course starts; and (b) not within the Cancellation Period.
- 0% of the Course fee where the University receives notice of cancellation (a) after the Cancellation Period; and (b) either (i) the Course has already taken place or started; or (ii) 30 or fewer working days before the Course starts; or (iii) you fail to attend the Course.

2.3 You may cancel your booking and receive a full refund of the Course fee by giving the University written notice by email if the University is in serious breach of any of its obligations to you and either (i) such breach is incapable of correction; or (ii) where such breach is capable of correction, we fail to correct it within 14 days of our receiving your email requesting us to do so.

3. **Nature of the Course**

3.1 Unless otherwise stated in the Course description, this is a non-accredited, non-credit bearing individual course. You will not receive a transcript for the Course and you will not be awarded any academic credit on completion. You will not be a registered student of the University. It is your responsibility to ensure that the Course meets your own needs. Where a certificate of participation is provided for a Course, it is your responsibility to download it within 30 days of completion of the Course. You acknowledge that you are taking the Course for your own personal learning requirements without any guidance or representations from the University. The University gives no guarantee that taking the Course will lead to any particular result, nor guarantees any success.

4. **Online Behaviour**

4.1 The following is applicable whether a Course is wholly or partially conducted online.

4.2 As a participant on a Course, you are required to act in a way that is professional and respectful to other Course participants and University staff. Some examples of online behaviour that is considered inappropriate is behaviour or posts that:

- are derogatory, defamatory, libellous, offensive, obscene or unlawful in any way;
- are false, misleading or inaccurate;
- impersonates any person or entity, including any employee or representative of the University;
- damages or may damage the reputation of the University in any way.
- results in software viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful interfering with, damaging or destroying the proper function of the platform being used.

4.3 If your programme administrator considers your behaviour to be unacceptable in any of the above ways, or any other way we consider to be inappropriate or unacceptable, you will be warned to moderate your behaviour and a strike will be assigned against you.

4.4 If you receive 3 strikes your account may be suspended and your place on the Course may be revoked without refund.

- 4.5 If you wish to report concerns about inappropriate or disrespectful online behaviour of another Course participant, please contact your programme administrator. You will receive the contact details for your programme administrator when you enrol on a Course. The preferred method of communication is email. Alternatively, please contact lifelonglearning@manchester.ac.uk.

5. Licence to use our Content

- 5.1 We retain ownership of all intellectual property rights in the Content.
- 5.2 We hereby grant to you a non-exclusive, non-transferable licence to use the Content for only the duration and purpose of the Course. We expressly exclude any liability for any direct or indirect losses or damages howsoever arising as a result of you using the Content for any other purpose.
- 5.3 We may require you to cease all use of any of the Content if we reasonably believe that your use of the Content infringes or may infringe the intellectual property rights of any third party, or breaches any applicable law or regulation. In this instance, we may, at our option either:
- provide you with alternative Content so as to avoid the infringement; or
 - cancel the Course immediately on written notice to you. In this case, at your option, we will either (i) refund to you any Course fee you have already paid; or (ii) give you a place free of charge on the same Course on an alternative future date.
- 5.4 You may not change, amend, develop or distribute the Content in any way.
- 5.5 If you become aware of any misuse of any Content, or any security breach in that could compromise the security or integrity of the Content or otherwise adversely affect the University, you shall promptly notify us and co-operate with us to remedy the issue as soon as reasonably practicable. We may suspend your access to the Content until the misuse or security breach is remedied.
- 5.6 It is your responsibility to ensure you have appropriate technical network and/or broadband and hardware/software to enable you to effectively access your chosen Course. We expressly exclude any liability for any direct or indirect losses or damages howsoever arising as a result of you being unable to access the Course for any of these reasons.
- 5.7 If you are unable to access the Course for a different technical reason to those set out in Section 5.6, and it is demonstrated that such failure is due to a technical failure over which we have control, at your option, we will either (i) refund to you any Course fee you have already paid; or (ii) give you a place free of charge on the same Course on an alternative future date.

6. Data Protection

- 6.1 The University takes protection of your personal data very seriously. The University will collect, maintain and use your personal data in accordance with our privacy policy, which can be found at the following link:
<https://documents.manchester.ac.uk/display.aspx?DocID=62013>
- 6.2 If you have any queries about how your personal data is used, or you wish to exercise any rights in relation to it, you may contact the University's data protection officer by email: dataprotection@manchester.ac.uk. Alternatively you may write to The Information Governance Office, University of Manchester, Christie Building, Oxford Road, Manchester, M13 9PL.

- 6.3 If you are unhappy with the way your personal data is being handled, or with a response received from the University, you have the right to lodge a complaint with the Information Commissioner's Office at Wycliffe House, Water Lane, Wilmslow, SK9 5AF (<https://ico.org.uk/>).

7. Liability

- 7.1 Neither of us shall have any liability under these terms and conditions whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with these terms and conditions.
- 7.2 All conditions, warranties or other terms which might have effect between you and us (whether express or implied by statute or common law or arising from conduct or a previous course of dealing or trade custom or usage or otherwise howsoever) are hereby expressly excluded to the fullest extent permitted by law.

8. Disputes and Governing Law

- 8.1 If a dispute arises under these terms and conditions, we will work together to try and resolve the dispute amicably. If that is not possible, these terms and conditions shall be governed by English law. Both of us irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising under these terms and conditions.

9. Contact Details

For correspondence or refund applications please contact your programme administrator. You will receive the contact details for your programme administrator when you enrol on a Course. . The preferred method of communication is email.

Alternatively you may direct any correspondence or queries to: lifelonglearning@manchester.ac.uk.