

TERMS AND CONDITIONS FOR LIFELONG LEARNING COURSES AT THE UNIVERSITY OF MANCHESTER

1. In these terms and conditions, the following expressions have the following meanings:

“UoM”	The University of Manchester
“client”	The person, organisation or company responsible for booking and payment of the course
“organisation”	An organisation or company which books a place on a course for one or more of its employees.
“course”	The Lifelong Learning course referred to in the booking confirmation
“course fee”	The fee for the course, which the client accepts when booking
“terms”	These terms and conditions
“working day”	Monday to Friday excluding public holidays in England
“cancellation period”	14 working days, starting on the day after UoM sends the client a booking confirmation

Booking

2. All bookings for a course must be made online. Where an organisation makes a booking for one or more employee(s), then: (a) this contract is between UoM and the organisation; (b) the organisation must require each employee to observe and comply with these terms; and (c) if any employee of the organisation breaches these terms, then it will be treated as a breach by the organisation. Each booking is subject to availability and is only binding once UoM sends an email confirmation that the booking is accepted. Please note that the booking will remain provisional until UoM receives payment.

Statutory right to cancel

3. The client has a statutory right to cancel the booking within 14 working days, starting on the day after UoM sends the client a booking confirmation (the ‘cancellation period’). To cancel the booking, the client must send UoM a clear statement in writing, preferably via email. UoM will refund any course fees already paid by the client within 60 days after the day on which UoM receives notice of the client’s decision to cancel the booking, in accordance with clause 4.

Cancellation of booking

4. Should the client cancel their booking, the course fee payable will be calculated on the basis set out below. Where the client has already paid UoM more than the course fee payable, UoM will refund the overpaid amount within 60 days after the day on which UoM receives notice of the client’s decision to cancel the booking.

If the client has transferred (see clause 6.) to the course which they are cancelling, no refund will be payable.

Percentage of course fee payable on cancellation:

- 0% of the course fee where UoM receives notice of cancellation (a) before the course starts and (b) within the cancellation period.
- Where UoM receives notice of cancellation (a) during the course and (b) within the cancellation period, UoM will calculate the percentage of the course fee which is payable based on the proportion of the course which has taken place.
- 50% of the course fee where UoM receives notice of cancellation (a) more than 30 working days before the course starts and (b) not within the cancellation period
- 100% of the course fee where UoM 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) the client fails to attend/complete the course.

5. Notwithstanding clause 4., the client may cancel their booking on the course and receive a full refund of the course fee by giving UoM written notice if UoM is in serious breach of any of its obligations to the client and either (i) such breach is incapable of correction; or (ii) where such breach is capable of correction, UoM fails to correct it within 14 days of the client requesting UoM in writing to do so.

Transfers

6. The client may not request transfer to a later cohort once the course has commenced.

The client may transfer to another course if the following conditions are satisfied:

- (a) the client has settled the original course fee invoice by the due date;
- (b) the client gives UoM notice of their request in writing at least 30 days prior to the commencement of the original course start date; and
- (c) places are available on the course to which the client wishes to transfer.

Transfers will only be permitted on one occasion. Once the client has transferred to another course, they cannot transfer again and will not be refunded the course fee if they fail to attend the course to which the booking was transferred to.

Payment

7. Payments for individual bookings will be made at the time of booking via UoM's online store. Where an organisation makes a booking for one or more employee(s), the University will raise an invoice for payment. The client must pay each invoice issued by UoM within 30 days, starting on the date of receipt or 7 days before the course starts, whichever is earlier. UoM reserves the right to exclude learners from the course if the course fee remains unpaid. Please note that if the client makes a booking on any course within 30 days before the course start date, then payment is due immediately.

Behaviour and conduct policy

8. Participants must be respectful throughout the course. UoM reserves the right to ask groups or individuals to leave the course if their conduct is deemed unreasonable.

UoM reserves the right to withdraw the learner from the course if they are deemed to do anything unlawful, malicious or discriminatory or which causes nuisance, offence or annoyance to UoM, or any other person or which damages, or could damage, the reputation of UoM. No refund of course fee is payable where the client is withdrawn from the course on such grounds.

Changes beyond UoM's control

9. UoM reserves the right, without incurring any liability to the client, to alter any or all of the content, lecturers, timing and venue for the course for any reason beyond UoM's control.
10. UoM may cancel, suspend or terminate the course if any circumstances beyond its control prevent or delay its delivery of the course (including but not limited to staff shortage) or if delegate numbers fall below a sustainable/viable level. Apart from the return of the course fees already paid, in accordance with term 4, UoM will not have any liability to the client for any loss or damage suffered or incurred as a result of the cancellation, suspension or termination of the course, including but not limited to any increased costs or expenses or any loss of profit, business, or contracts, or any special, indirect or consequential loss or damage.

Intellectual property

11. All intellectual property used or created by or for UoM in the design and delivery of the course (including but not limited to methods, techniques and processes) and in course materials are the property of UoM. The client undertakes and warrants that they shall not copy or reproduce the whole or any part of such intellectual property, other than for their own personal study purposes, nor transfer the whole or any part of it to any person.

General

12. By booking on the course, the client is deemed to agree to these terms. These terms constitute the whole agreement between the client and UoM regarding the course and all other terms are excluded. The client acknowledges that it has not made a booking in reliance on any statement which is not set out in the booking form, these terms or elsewhere on the UoM website. The booking will be governed by English law and all disputes relating to the booking will be referred exclusively to the English courts.
13. Notices from the client under these terms must be given in writing by email or post (contact details are accessible on the UoM website: www.manchester.ac.uk/connect/contact-us/). If any term is held to be invalid in whole or in part, that will not affect the validity of the remaining part of such term or any of the other terms. No variation to these terms will be effective unless agreed in writing by UoM. In these terms, words in the plural include the singular and vice versa.
14. Views and opinions expressed by lecturers during the course are the views and opinions of those lecturers. UoM will not be liable for any loss or damage arising out of such views and opinions.