

## Short Courses

## Terms and Conditions

Whether you're starting out, moving up or starting again

**WE'RE READY WHEN YOU ARE** ■

University of Derby Online Learning

[www.derby.ac.uk/online](http://www.derby.ac.uk/online)

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## 1. Introduction

The following terms and conditions (“Conditions”) apply to enrolment for a University of Derby Short Course. ‘Short Course’ means any non-credit bearing course on offer by the University of Derby via its Short Courses platform BrightSpace.

## 2. How to view our rules, regulations, policies and procedures

Please contact us if you are unable to access any document related to Short Courses or if there is anything in the document that you are unsure about and want to discuss with us before you register.

We recommend that you download and save a copy of these Conditions for future reference.

## 3. Your contract to register as a learner

### a) Who we are:

Our registered address is University of Derby, Kedleston Road, Derby, Derbyshire, DE22 1GB. Our VAT number is GB678841283. The university is also a registered charity, for further information please review the following URL:

<http://www.derby.ac.uk/about/charity/subsidiaries/>

### b) Entire agreement

You will be registered on the course shown in your Training Access Detail. You will be sent this once you have successfully paid for your chosen Short Course, this together with all other policies and procedures which are referred to in them is the entire agreement between us. If, at any time, any University of Derby employees or agents have agreed anything inconsistent with these Conditions, the terms in this agreement will always take priority.

### c) Additional conditions

The University of Derby may impose conditions on your study or vary the terms on which you study and your access to services and facilities, notwithstanding anything in this agreement or the rules, regulations, policies and procedures if, in the opinion of the University, it is reasonably necessary to do so in order to comply with its duties to protect the health and safety of learners, staff, contractors and members of the public, its duties with respect to the safeguarding of young persons or vulnerable adults or in order to comply with its obligations under the Equalities Act 2010 or any other statutory duty or obligation.

### d) Application of English law

These Conditions, the Training Access Detail, and the rules, regulations, policies and procedures which are referred to, are governed by English law.

## 4. Your course

### a) Enrolment

The University of Derby will register you as a learner of the University to study a short course if it is satisfied that:

- you have read and agreed to these Conditions;
- you have met any additional conditions applied to your study under paragraph 3d) above;
- the course is available for study in the country in which you are resident; and
- you have paid the relevant fee or provided an approved payment method.

Your enrolment will take effect when we confirm formally (by email) that we have accepted your application to register.

### b) Learning materials and course resources

You will be registered on the course shown in your Training Access Details email. You will be sent this once you have successfully paid for your chosen Short Course.

You will be able to access your course as soon as we have confirmed your enrolment and the course has started. You will be notified of the final submission date for your course (if any), which will be not less than 6 months from the date of your enrolment, by which time you must have completed the learning and assessment activities.

If you have completed the learning activities and assessments before the end date of your course, the learning materials, course resources will continue to be available to you for the remainder of your course.

The learning materials and course resources will cease to be available to you after the course end date, whether or not you have completed the learning activities and assessments by that date.

### c) Cancelling your course

If you wish to change your course before you have completed your enrolment please make the changes before you proceed.

To exercise your right to cancel, you must inform the University of Derby of your decision to cancel by making a clear statement by email. Full details of how to do this are set out in the confirmation email and in the attached Cancellation Procedure.

Notwithstanding the above, your right to cancel this enrolment will come to an end as soon as the tutor-led course has commenced. By accessing those materials and resources you are explicitly agreeing that they are provided to you at that time and acknowledging that your right to cancel will be lost.

If you cancel your course you will no longer have access to the learning materials and course resources and you will not be able to participate in any learning or assessment activities.

#### d) Exceptional circumstances

The University will take all reasonable steps to provide the educational services that you have registered to receive. There may be circumstances outside of our control where we are unable to provide those services in full or in part for reasons such as fire, flood, pandemic, terrorist acts or industrial disputes. The University of Derby is not liable for any disruption to or cancellation of any course or any part of a course due to such circumstances. Where those, or similar, circumstances arise we will minimise disruption so far as we are reasonably able and, wherever practicable, will provide you with reasonable alternative arrangements to continue with your studies.

### 5. Agreement to pay fees

#### a) Payment of fees

When you register as a learner of the University you agree that you will pay a fee which is due in respect of your studies. You will be provided with information about the fee, when it is due and how it may be paid, before you enrol.

The fee you agree to pay is shown in the Training Access Detail. If you are not paying your fees at the time of enrolment, we may accept payment by an approved payment method such as payment by a sponsor. You are required to have secured the agreement to pay the fees by that method before we will accept your enrolment unless the University of Derby agrees otherwise in its absolute discretion.

#### b) Refund of fees

Except where you have a right to cancel your course enrolment in accordance with section 4c of these Conditions, there is no refund of fees if you wish to end your studies outside the period specified in section 4c or once you have accessed the learning materials and/or course resources.

### 6. Your personal information

The personal information which we have collected and hold about you in our records is shown in the profile section of your profile page within the short courses platform.

The University of Derby has a [Data Protection Policy](#). When you register to study with us you are agreeing to the personal information that you have supplied to us being used and processed in accordance with that policy. This may include using your personal information, together with the records we will keep of your participation in learning activities, to provide support to you in your studies. We consider your disclosure of such information and your acceptance of these Conditions of enrolment as explicit consent to use this information for this purpose.

We use the information that we hold in our records to process your enrolment, to keep in touch with you and to provide services and facilities, so it is important that it is correct. It is your responsibility to keep your personal information up to date and to notify us of any changes or errors. You must notify us within a reasonable time if you change your name, the country where you are resident or ordinarily resident, or any of your contact details;

## 7. Complaints

The University of Derby takes complaints regarding their short courses provision very seriously. If for any reason, you feel that you have a sufficient complaint and that you'd like to log that complaint with the university. In the first instance we ask that you make direct contact via email ([onlineshortcourses@derby.ac.uk](mailto:onlineshortcourses@derby.ac.uk)) to the university with an explanation of your complaint in full. The university would then review your complaint and make direct contact with you about it. Whilst the complaint is under review, we recommend that you do not take legal action against the University of Derby until the review has been completed.

## 8. Learner discipline

The University of Derby has a Code of Conduct for Learner Discipline. When you register to study with the University you agree to be bound by that code. Breach of that code may result in the removal of your access to the short course that you have paid for.

## 9. How we will communicate with you

### a) Your email address

You must provide us with a valid email address, which we will use to correspond with you. You must inform the University of Derby of any changes to your preferred email address.

### b) Communicating with you by email

It is your responsibility to check your email regularly. You will be sent important information about your enrolment as a learner and about your studies by email. It is also your responsibility to manage any filters on your account to ensure that email from the University of Derby is sent into your 'Inbox' and not to a 'spam' or 'junk' email folder. You should ensure that your inbox has an adequate amount of space to receive messages from the University of Derby.

### c) Recording telephone calls

The University of Derby may monitor and record phone calls between you and the University to make sure that we have carried out your instructions correctly where appropriate and to help us improve our services through staff training.

## 10. The University of Derby's right to cancel your enrolment

The University of Derby may cancel your enrolment at any time if:

- a. we find that you have given us information which is untrue or misleading;
- b. you break any of the conditions set out in this document (or any of the other rules and regulations referred to in it) or
- c. you are excluded from study by the Central Disciplinary Committee of the University of Derby as a result of a breach of the Code of Conduct for Learner Discipline.

Please note that we may also seek prosecution if you have supplied fraudulent information.

If the University of Derby cancels your enrolment for a course we will not send you any further materials or information and you may not participate in any learning or assessment activities after the date of cancellation. If the University of Derby cancels your enrolment for any of the reasons set out in this section 10 then you will not be entitled to a refund.

### **11. Contact details**

For more information about enrolment and fees or to change or cancel your studies:

University of Derby  
Kedleston Road  
Derby  
Derbyshire  
DE22 1GB  
United Kingdom

E: [onlineshortcourses@derby.ac.uk](mailto:onlineshortcourses@derby.ac.uk)

T: +44 (0)1332 594005