

# Professional Development Training Terms & Conditions and Cancellation Policy



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## 1. DEFINITIONS

For the purposes of this document, the following definitions shall apply:

- 1.1 “University” or “we” shall mean the Global and Lifelong Learning Directorate, at University of Kent, whose principal office is at Chipperfield Extension, University of Kent, Canterbury, Kent, CT2 7PE, United Kingdom.
- 1.2 “PDT” shall mean professional development training.
- 1.3 “Delegate” refers to the attendee(s) as named on the PDT Offer Agreement.
- 1.4 “You” or “your” refers to the individual, company or organisation making the booking.
- 1.5 “Party” shall mean either you or the University, and Parties shall mean the University and you, together.
- 1.6 “Course” shall mean the professional development training course offered.
- 1.7 “Offer” shall mean the source of Course information supplied by the University in connection with the Course, including but not limited to: Course content, the learning objectives of the Course, the Course programme (including dates and deadlines), the Course fee, and the like.
- 1.8 “PDT Offer Agreement” shall mean the legally binding contract between the Parties consisting of these terms and conditions and the Offer.

## 2. PAYMENT

- 2.1 The fee for the Course is as stated in the Offer which will then be agreed and confirmed in the PDT Offer Agreement. The PDT Offer Agreement also details information such as minimum and maximum delegate number and numbers of groups. Amendments to these numbers may be possible after the PDT Offer Agreement has been issued.
- 2.2 The Course fee is presented as an overall cost of the Course. In the event of delegate numbers decrease or increase, the Course fees will change accordingly and a new Offer and Agreement will be issued.
- 2.3 All prices quoted by the University are exempt from VAT.
- 2.4 Payment will be made in accordance with the dates and instructions as stated in the PDT Offer Agreement against a University Invoice. **It is your responsibility to inform us of any Purchase Order, Reference Number or Statement of Agreement required by you or your Organisation prior to us issuing the invoice.**
- 2.5 Full payment must be received by the University no later than 8 (eight) weeks before the start of the course, as outlined in the PDT Offer Agreement, or on receipt where the booking is made less than 8 (eight) weeks prior to the course starting.
- 2.6 Foreign payment transaction times need to be considered, if applicable, to ensure funds are received within the specified time, as stated in 2.5.

- 2.7. Your payment is marked as paid when we receive it in cleared funds. Payment by you shall be made without deduction or set-off.
- 2.8. Failure to make the required payment as set out in the PDT Offer Agreement could result in a withdrawal of the Course by the University.

### 3. CANCELLATION

- 3.1. You may give notice in writing to us that you no longer wish to attend the Course at any time prior to the commencement of the Course, subject to the following cancellation period and charges:
  - 3.1.1. at any time from the point of signing the PDT Offer Agreement and 8 weeks prior to the Course commencing, we reserve the right to charge an administration fee of £250.
  - 3.1.2. between 8 and 2 weeks prior to the start of the Course - 75% of the full Course fee as outlined in the Offer (which includes the £250 administration fee).
  - 3.1.3. less than 2 weeks prior to the start of the Course - 100% of the full Course fee as outlined in the Offer (which includes the £250 administration fee).
- 3.2. The above cancellation provisions will also apply in the event that delegates are required to obtain a visa in order to attend a Course and fail to do so or are unsuccessful in their visa application.
- 3.3. We reserve the right to pass on any associated charges, if less than 6 weeks prior to the Course start date, should the projected number of delegates fall below the agreed quota for the total number of a single class, or if you request that the Course requirements change dramatically.
- 3.4. Should a Course have to be cancelled by us due to last-minute unforeseen circumstances, you will be contacted promptly, and an alternative Offer may be offered to you.
- 3.5. If applicable, trips or excursion included in the Offer may have their own cancellation policies and will differ to those outlined above. These will need to be considered accordingly.
- 3.6. We cannot be held responsible for any cancellation or any associated losses resulting from Acts of God, Acts of Government, employment, or student action outside of our control, or any other circumstances beyond our reasonable control necessitating the closure of our location. In the event that any such circumstances result in the cancellation of a Course, we shall use reasonable endeavours to give you notice of such cancellation.
- 3.7. If a Course is cancelled under paragraph 3.4 or 3.5 and no suitable alternative can be offered to you, we shall refund any fees paid by you.

## 4. OTHER EXPENSES

- 4.1. Additional fees may be charged for additional services (unless explicitly stated as included in the Offer and/or Agreement). Examples of additional fees may include extra nights of accommodation, social activities, and extended access to University facilities.
- 4.2. If applicable, the use of Kent-One Cards can only be used on Campus and are non-refundable and cannot be exchanged for cash. A top-up balance per card/delegate will be agreed within the Offer and cannot be negotiated after the PDT Offer Agreement has been signed.
- 4.3. All delegates are responsible for their personal and travelling expenses, unless already agreed within the Offer. No financial assistance from the University will be provided. **Please note: The University is now a cashless campus.**

## 5. OUR OBLIGATIONS DURING THE COURSE

- 5.1. The content and objectives of Courses are as described in the Offer.
- 5.2. For the duration of the Course, we will prepare the Course materials and deliver the Course with reasonable care and skill, and in accordance with the agreed Offer and Agreement.
- 5.3. The University will provide instructors, presenters, speakers and the like who are suitably qualified and experienced in the subject matter of the Course. The University will also ensure that the content of the Course is appropriate for the Course objectives.
- 5.4. It is your responsibility to ensure that the content and objectives of the Course are appropriate to your requirements.
- 5.5. The University reserves the right to make reasonable changes to the Course, including the content, timing, venue, and instructors, presenters etc., without changing its general nature at any time, even if delegates have already started the Course.
- 5.6. We reserve the right to alter details of any Course content if this is required to reflect advances in the field, changes in the law or regulatory requirements, and in the event illness or emergency prevents our designated tutor for your Course from teaching. In circumstances where the designated instructor for your Course is prevented from teaching, we will endeavour to provide an equivalent substitute or, if no such substitute is available, we may cancel the Course and refund the fees you have paid in relation to that Course.

## 6. YOUR RIGHTS DURING THE COURSE

- 6.1. You are authorised to:
  - 6.1.1. use the Course materials (where produced or organised by the University of Kent) for the duration and the purpose of the Course, or as otherwise specified by us, provided that you comply with any reasonable regulations regarding your use of the Course materials, as set out in 7.1.9; and
  - 6.1.2. if applicable, delegates may enter the location and make use of the communal areas, facilities and the study areas which we designate for your use in connection with the Course.

## 7. YOUR OBLIGATIONS

- 7.1. You agree to do the following:
  - 7.1.1. ensure that all delegates meet the eligibility (language and/or qualification) requirements applicable to the Course, as set out in the Course Proposal or by your institution;
  - 7.1.2. ensure, if required, all delegates have access to the recommended computing and software specifications and/or equipment as outlined in the Offer and have a reasonable amount of Digital Literacy and knowledge of using MS Teams and other software alike;
  - 7.1.3. all delegates must follow and adhere to the deadlines and submission procedures, as set out in the Offer and ensure that we are made aware of any issues regarding this, should they arise, at your earliest convenience;
  - 7.1.4. where applicable, delegates will need to pay a reasonable sum for replacement Course materials during the Course;
  - 7.1.5. ensure that, where applicable, all delegates have the correct immigration status and/or visa in place for the duration and take any action required by you to comply with UK immigration laws;
  - 7.1.6. where delegates do not reside in the country of the location, ensure that you have appropriate travel and/or medical insurance in place for the duration;
  - 7.1.7. where applicable, delegates must provide original passport, visa documents or any other relevant original documents, showing evidence of your entitlement to study and the length of your permission to stay in the UK (if on campus course). We will make and keep copies of these documents, as required by law for all delegates who require any type of visa to reside and study in the UK;
  - 7.1.8. if accommodation is required, ensure that all delegates conform to the University's separate accommodation terms and conditions.
  - 7.1.9. ensure that all delegates familiarise themselves with the University of Kent's policies and procedures applicable to the provision of the Course. This includes academic regulations, policies relating to health and safety, IT Regulations, freedom of speech, dignity, and privacy policies. All of which can be found on the University of Kent website <https://www.kent.ac.uk/regulations/>.

## 8. WHAT HAPPENS IF YOU DO NOT COMPLY WITH YOUR OBLIGATIONS?

- 8.1. We may terminate this contract immediately by serving written or verbal notice. If applicable, you must immediately seek to leave the location and remove any possessions from the location but without prejudice to any right or remedy of us if:
  - 8.1.1. any fee is unpaid by the date it becomes payable;
  - 8.1.2. you breach any of the terms of the PDT Offer Agreement and Terms and Conditions.
- 8.2. If, in our reasonable opinion, your presence is an impediment to the provision of any of our services or brings us (and/or the University of Kent) into disrepute, we may exclude you/delegates from all or part of the Course. In these circumstances we hold the right to use our discretion to either retain Course fees or return any fees already paid minus an administration charge, but there will be no further liability for us.

## 9. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 9.1. The copyright and other intellectual property rights in relation to Course materials remain the sole and exclusive property of the University (or, in some cases, the commissioning client). In attending the Course, you agree that you will not copy, or permit to be copied, any of the Course materials, nor disclose or permit the disclosure, sell, or otherwise pass on those materials to others, unless agreed otherwise in writing with the Global and Lifelong Learning Directorate at University of Kent, other than for your personal use as part of the Course.
- 9.2. Work prepared and submitted for assessment by delegates during the Course is assigned to and controlled by the University, except where specifically agreed otherwise in writing.

## 10. DATA PROTECTION

- 10.1. All personal information obtained by the University both from yourself and delegates will be used to provide services and facilities to enable us to deliver the Course, as outlined in the Offer. It is necessary for you or delegates to notify us of any changes or errors.
- 10.2. The University will share the information internally as appropriate to facilitate the Course. The University may also pass this information, if legally required, to other outside organisations including the police, government, and other institutions in order to prevent or detect fraud.
- 10.3. Your information and feedback may also be used by us to undertake research or to plan or improve our services. In addition, the University may advise you of other study opportunities and services provided by us and partner organisations. If you do not wish to receive this information, please contact [headintprogs@kent.ac.uk](mailto:headintprogs@kent.ac.uk).

- 10.4. All personal data collected will be dealt with in accordance with the University's privacy policy available here: <https://media.www.kent.ac.uk/se/10509/IC01DataProtectionPolicy.pdf>.

## 11. DISABILITY AND REASONABLE ADJUSTMENTS

- 11.1. The University is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate individual needs. Notification of any disability early in the Offer stages will enable the us to discuss support needs more effectively.
- 11.2. All provisions are conditional upon the University being able to implement the specific adjustments reasonably required.

## 12. OUR LIABILITY TO YOU

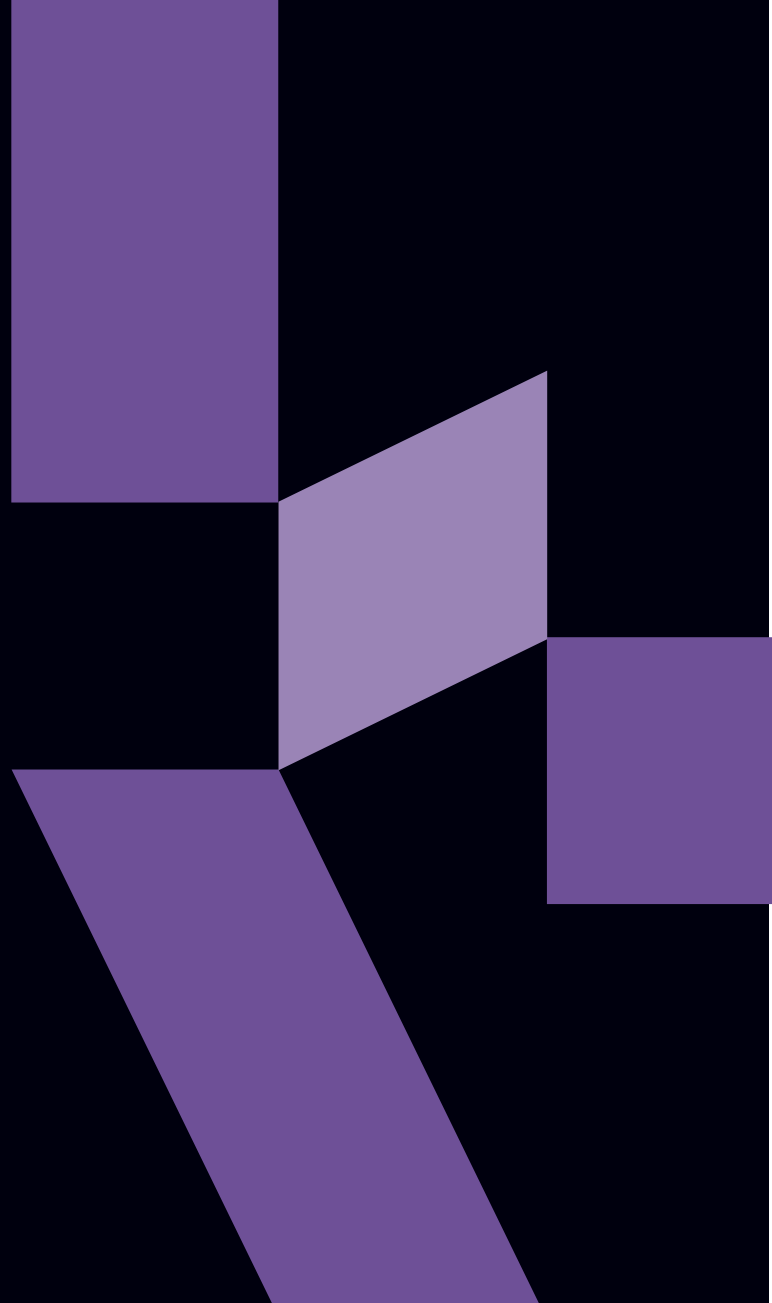
- 12.1. We do not exclude, or limit in any way, our liability for:
- 12.1.1. death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; or
- 12.1.2. fraud or fraudulent misrepresentation.
- 12.2. In the event that we breach these terms and conditions, we shall only be liable for losses that are caused directly by our breach and that are a reasonably foreseeable consequence of such breach. We shall in no way be liable whether in contract, tort (including negligence) or for breach of statutory duty, or any other way for any other types of losses (except in the circumstances listed in clause 12.1).
- 12.3. Subject to clause 12.2, where we are liable to you, our maximum liability to you, whether in contract, tort (including negligence) or for breach of statutory duty, shall in no event exceed the fee paid or payable for the Course.
- 12.4. We cannot guarantee any specific results or outcomes of the Course, or any assessment related to the Course.
- 12.5. The conditions, warranties and terms set out in this contract are the only ones which will apply to the relationship between both parties. Any conditions, warranties or other terms not set out in this contract, which might otherwise apply (due to statute or common law), are excluded from this contract so far as we are permitted to do so by law.
- 12.6. The University does not exclude or limit in any way its liability for:
- 12.6.1. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- 12.6.2. fraud or fraudulent misrepresentation.



- 12.7. The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to delegates' property or for infection of delegates' equipment caused by computer viruses, and for the consequences of any such damage.

### **13. GENERAL**

- 13.1. The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.



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[kent.ac.uk](http://kent.ac.uk)

University of  
**Kent**