

**SHEFFIELD INSTITUTE OF ART**  
**NON-CREDIT BEARING SHORT COURSES**  
**TERMS AND CONDITIONS**

**1 DEFINITIONS**

- 1.1 In these terms and conditions the following terminology shall have the following meanings:

**Cancellation Period**

means the period of 14 calendar days after the day the University writes to you to accept your application to study on a Course at the University.

**Contract Information**

means any entry requirements, the terms within your acceptance letter, your Course Description and Tuition Fee and these terms and conditions, which together form the contract between you and the University.

**Course**

means a short course of study at the University which does not qualify for academic credit.

**Course Description**

means the important information about the content of your course and details of how and when it will be delivered, as set out in your Contract Information.

**Services**

means such educational services and facilities which are provided by the University to you in relation to your Course, including delivery of the Course to you.

**Terms and Conditions**

means the terms and conditions contained in this document.

**Tuition Fees**

means the fees charged by the University for the provision of the Course to you.

**University**

means Sheffield Hallam University, a Higher Education Corporation, whose principal address is at City Campus, Howard Street, Sheffield, S1 1WB.

**2 YOUR CONTRACT WITH THE UNIVERSITY**

2.1 Your Contract Information

2.1.1 Your Contract Information sets out the particular terms upon which your application to study on a Course is accepted by the University.

2.1.2 By submitting an application for a place on a Course at the University you are agreeing to be bound by the Contract Information. Please therefore read this information carefully before submitting an application to study on a Course.

## 2.2 Our Contract with You

- 2.2.1 Our acceptance of your application to study on a Course will take place when we write to you to accept your application, at which point a contract will come into existence between you and the University.
- 2.2.2 A liability to pay Tuition Fees arises once we accept your application to study on a Course at the University.
- 2.2.3 If we are unable to accept your application we will inform you of this in writing and will not charge you for the Course. This could be because you do not meet the entry requirements or for one of the reasons stated in clause 3.3.1.
- 2.2.4 Our acceptance of your application may be conditional on you fulfilling certain requirements, academic or otherwise, which will be stipulated when we accept your application. If you fail to meet these requirements to the reasonable satisfaction of the University, your contract shall automatically come to an end, the University acting reasonably may agree to refund to you all or part of any Tuition Fees paid, and both parties shall be in the same position as if they had never entered into any contract.

## 2.3 Courses that begin during the Cancellation Period

- 2.3.1 If your Course has already begun or is due to begin before the end of the Cancellation Period, then by starting your studies on your Course, you are expressly agreeing that the University's service to you should begin during the Cancellation Period.
- 2.3.2 If, before the end of the Cancellation Period, you are required to and do pay a deposit to reserve your place, you are expressly agreeing that the University's service to you should begin within the Cancellation Period.

## 3 PROVISION OF COURSE AND SERVICES

### 3.1 Course Dates

- 3.1.1 You will be notified in the Contract Information of the start date and duration of your Course. Unless your contract is terminated earlier, it will be completed on the last day of teaching for your Course.

### 3.2 Changes to your Contract Information

- 3.2.1 The University may change the Contract Information provided about your Course at any time. Changes are usually made for one or more of the following reasons:
  - a) to make updates to reflect best practice or new academic developments and to refresh Course curricula to ensure their currency for the benefit of students;
  - b) to improve and enhance your experience of the Services or to incorporate changes arising from student feedback for the benefit of students;

- c) to meet external, professional or accrediting body requirements;
- d) to safeguard academic standards;
- e) to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
- f) to incorporate sector guidance or good practice; or
- g) to aid clarity or consistency of approach.

You will be notified as soon as reasonably practicable that the Contract Information has changed.

### 3.3 Course Withdrawal

3.3.1 Prior to a Course starting the University reserves the right to withdraw it where:

- a) an insufficient number or quality of applications received mean that the student experience cannot be guaranteed;
- b) appropriate numbers of sufficiently qualified staff are not available to deliver the Course;
- c) the University does not or will not have the appropriate teaching and learning resources, including the necessary estate and facilities, to deliver the Course for any reason; or
- d) the Course is no longer viable for academic, regulatory, legal, market-related and/or financial reasons.

Where these factors are within the University's control it shall give you as much notice as reasonably practicable.

### 3.4 Delays and Suspension

3.4.1 The University may have to delay or suspend the Services where:

- a) events beyond the University's reasonable control prevent delivery, either temporarily or permanently;
- b) information technology systems require essential repairs, maintenance work or upgrades;
- c) health and safety or other legal reasons apply; or
- d) improvements and changes are being made to the University's estate and facilities.

3.4.2 The University will contact you in advance to tell you it will be delaying or suspending the Services, unless the problem is urgent or an emergency. In any event the University will contact you as soon as possible to let you know and will take steps to minimise the effects of any delays. Provided that the University does this, it will not be liable for delays caused by these events.

## 4 CONTRACT TERMINATION

### 4.1 Termination by You

4.1.1 You may contact the University at any time to end the contract for the Services, but in some circumstances the University may charge you certain sums for doing so, as set out below.

4.1.2 If you decide to cancel your contract during the Cancellation Period, you will be entitled to a full refund of any Tuition Fees and deposit paid, provided that

the Course did not start during this period or you did not pay a deposit during this period.

- 4.1.3 If you decide to cancel your contract during the Cancellation Period and your Course started during this period or you paid a deposit during this period, you will be liable to pay a proportion of your Tuition Fees to cover the period from the start of the University's service to you until the University receives notification of your cancellation of the contract, and any deposit paid will be retained by the University.
- 4.1.4 If you decide to cancel your contract after the Cancellation Period has expired, but before the Course is due to start, the University shall refund any Tuition Fees paid by you, subject to retaining an amount to cover its reasonable losses and costs as a result of the withdrawal, including retaining any deposit paid.
- 4.1.5 If you decide to cancel your contract after both the Cancellation Period has expired and your Course has already started you will not be entitled to any refund of your Tuition Fee and any deposit paid will be retained by the University, except in exceptional circumstances.

## 4.2 Termination by the University

- 4.2.1 The University may without liability terminate the contract with you at any time immediately by written notice if you are in material breach of these Terms and Conditions and in particular in the following circumstances:
  - a) if you have provided false, incomplete or misleading information in relation to your application for admission to the University;
  - b) if you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of your Course;
  - c) where your circumstances change so that you are no longer able to meet the special requirements set down for your Course;
  - d) where it has been found that you have breached the [Disciplinary Regulations for Students](#);
  - e) if you fail to pay any Tuition Fees by the due date specified by the University (this includes where you have an agreement with a third party for them to pay your Tuition Fees on your behalf since you are contractually responsible to the University for payment of fees).
- 4.2.2 The effect of the University terminating your contract under clause 4.2.1 above or under any other provision of these Terms and Conditions will be that you will no longer be entitled to commence or continue your Course.
- 4.2.3 The University may in its absolute discretion refund or abate a proportion of any pre-paid Tuition Fees, subject to the University retaining an amount to cover its reasonable losses and costs as a result of the termination, including any deposit paid.

## 5 TUTION FEES, DEPOSITS AND DEBTS

### 5.1 Tuition Fees

- 5.1.1 The University charges Tuition Fees for the delivery of its Courses and you will have primary responsibility for payment.
- 5.1.2 The University will invoice you (or, if applicable, a third party paying on your behalf) for the Tuition Fees, which must be paid on the date(s) stipulated in the invoice. Payments must be made via telephone or in person in accordance with the details included on your acceptance from the University.

## 5.2 Deposits

- 5.2.1 The University reserves the right to require a deposit towards your Tuition Fees. Details of any deposits will be set out in your Contract Information. Where a deposit is required your place will not be guaranteed until it is paid and the University reserves the right to withdraw your place on a Course without further notice to you if the deposit is not paid by the date stipulated in the acceptance.

## 5.3 Debts

- 5.3.1 If you (or any third party who is supposed to pay your Tuition Fees on your behalf), fail to pay these by the due date specified by the University, the University reserves the right to charge you interest on any outstanding amount on a daily basis at an annual interest rate of 2% above the base rate of HSBC Bank Plc until all outstanding Tuition Fees and interest are paid.
- 5.3.2 The University reserves the right at any time to withdraw you from your Course and to withhold all Services until all outstanding Tuition Fees and interest are paid, and/or terminate the contract between you and the University.

## 6 DATA PROTECTION ACT

- 6.1 The University will only hold and use personal data (as defined under the Data Protection Act 1998 ("DPA 1998")) for the purposes stated in its entry on the Data Protection Register and/or in line with the requirements of the DPA 1998.
- 6.2 The University may disclose your personal data (as defined under the DPA 1998) to those third parties set out in the [Student Personal Data Code](#) and shall only disclose your sensitive personal data (as defined under the DPA 1998) with your explicit consent and/or as permitted under the DPA 1998.

## 7 LIABILITY

- 7.1 The University cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:
  - a) all damage to your property (including to personal IT equipment, vehicles and bicycles parked on University campuses) unless it is caused by the negligence or default of the University or its staff;
  - b) personal injuries or death except in so far as it is caused by the negligence of the University or its staff;

- c) all indirect and consequential losses, however arising;
  - d) loss of opportunity and loss of income or profit, however arising.
- 7.2 In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the University in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of the Tuition Fees you have paid to the University or the amount, if any, the University receives from its insurers in respect of that particular loss, whichever is the greater.
- 7.3 Neither party shall be liable to the other for any failure or delay in performing its obligations under the contract if such failure or delay is due to any cause beyond that party's reasonable control. This will include (but will not be limited to) governmental actions, war, riots, civil commotion, acts of terrorism, occupations, fire, flood, epidemic, labour disputes and acts of God.

## **8 IF THERE IS A PROBLEM WITH THE SERVICES**

- 8.1 If you have any queries or complaints about the Services please contact the University. Queries and/or complaints should be addressed to the Course Leader who shall investigate and deal with any such matters within 10 working days of receipt. The outcome of such query and/or complaint shall be notified to you in writing.
- 8.2 Where you are unhappy with the outcome of any complaint investigation and wish to appeal the decision made you must contact the Head of Department in writing within 10 working days of being notified of the outcome of the initial investigation. You must state why you are making the appeal and provide copies of any supporting evidence. The Head of Department shall investigate your appeal and respond to you in writing within 20 working days of receiving your appeal.

## **9 OTHER IMPORTANT TERMS**

- 9.1 The University reserves the right to make reasonable changes to these Terms and Conditions at any time. The University will usually give prior notice of any changes, but where this is not possible, changes will be brought to your attention as soon as is reasonably practicable.
- 9.2 In the event that any terms, condition or provision contained in these Terms and Conditions is held to be invalid, unlawful or unenforceable to any extent, any such term, condition or provision shall, to that extent, be severed from the contract between you and the University without affecting the remaining Terms and Conditions, which shall continue to be valid.
- 9.3 These Terms and Conditions and your Contract Information represent the entire agreement between you and the University and shall supersede any and all prior agreements and all other documents or statements, written or oral, between you and the University.

- 9.4 In the event of inconsistencies between the Terms and Conditions and the remainder of the information in your Contract Information, the Terms and Conditions shall prevail over the remainder of the information in your Contract Information.
- 9.5 Any failure of or delay by you or the University in relation to the exercise of its rights under the contract shall not constitute a waiver of such rights and any waiver in respect of one act or omission shall not operate as a waiver in respect of any other or future acts or omissions.
- 9.6 It is not intended that any third party should be entitled to enforce any of the provisions within the Contract Information and the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 9.7 Your contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.