University of Essex

Online

KAPLAN

Terms and Conditions – Online Short Courses

1. These terms

1.1. These are the terms and conditions on which we provide services to you, whether these are modules, associated services or digital content combined.

1.2. Please read these terms carefully before you submit your application to us. These terms tell you who we are, how we will provide an Online Short Course to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

YOUR ATTENTION IS PARTICULARLY DRAWN TO: CLAUSES 6.2, 8, 10, 12 AND 13.

2. Information about us and how to contact us

2.1. Your contract for your studies is with Kaplan Higher Education UK (Essex) Limited; a company registered in England and Wales under company number 16885419, whose registered office is Palace House, 3 Cathedral Street, London SE1 9DE. It operates as an affiliate college of the University of Essex.

2.2. Your Online Short Course is delivered by Kaplan Higher Education UK Limited, trading as University of Essex Online, a company registered in England and Wales under company number 06245017, whose registered office is Palace House, 3 Cathedral Street, London SE1 9DE. Kaplan Higher Education UK Limited is registered with the Office for Students (OfS).

2.3. You can contact us by calling +44 (0)1206 489 358 or by writing to us at **enquiries@online.essex.ac.uk**

2.4. When we contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.

2.5. When we use the words “writing” or “written” in these terms, this includes emails.

3. Glossary

3.1. When the following words with capital letters are used in these terms and conditions, this is what they mean:

a. **Course** in these terms and conditions means a programme of study delivered online which leads to an award from the University of Essex.

b. **Online Short Course** in these terms and conditions means one or more modules of study delivered online which lead to academic Credits from the University of Essex;

c. **Credits** means a unit that gives weight to the value, level or time requirements of an Online Short Course;

d. **Credit Lifetime** means the time period in which your Credits are valid if you want to use them as an exemption to progress onto a Course with us. This can be found in the Rules of Assessment for Taught Postgraduate Modular Study;

e. **Start Date** means the date on which the Online Short Course you have accepted a place on commences as outlined on your offer letter;

f. **Tuition Fees** means the fees payable by you to study your chosen Online Short Course as shown in your payment plan;

4. Our contract with you

4.1. Once you complete and submit the online application form for your Online Short Course, we will contact you to discuss your application, which must be submitted in English. If we

approve your application, we will send you an offer letter which will confirm the details of your Online Short Course and Start Date. We will also send you a payment plan outlining your Tuition Fees. The offer letter will contain a link to our acceptance form. Acceptance of your application will take place when you use the link on the offer letter you receive from us and submit the online acceptance form, at which point a contract will come into existence between you and us.

4.2. Please note that admission decisions are subject to **our Admissions Policy.**

4.3. You may cancel this contract within 14 days of the Start Date of your Course (the 14-day Cancellation Period) and receive a full refund of any Tuition Fees paid. Alternatively, you may defer any Tuition Fees paid to a later intake. If you defer to a subsequent academic year, you will be required to pay any increase in Tuition Fees applicable to that year.

5. Your rights to make changes

5.1. If you wish to enrol on a different Online Short Course to the one you have applied for or are currently studying, please contact us. We will let you know if the change is possible.

6. Our rights to make changes

6.1. **Minor changes to an Online Short Course/these terms:** We may change an Online Short Course/these terms:

a. To reflect changes in relevant laws and regulatory requirements;

b. To implement minor technical adjustments and improvements, which will not affect the delivery of an Online Short Course;

c. To ensure consistency with UK Higher Education sector practice and guidance, including complying with our obligations under the Quality Code (such as renaming or improving Online Short Course materials).

YOUR ATTENTION IS DRAWN TO THE FOLLOWING CLAUSE 6.2:

6.2. **More significant changes to these terms and conditions/an Online Short Course.** We may make the following changes to these terms and/or an Online Short Course. If we do, we will notify you in advance and if you do not accept the updated terms you may then contact us to end the contract as per section 8 of this document: YOUR RIGHTS TO END THE CONTRACT. For example, we may change these terms:

a. To correct errors;

b. To make these terms and conditions clearer;

c. If a third party such as the University of Essex imposes the change on us, such as amending a policy or procedure.

6.3. **Updates to digital content.** As the Online Short Course is studied entirely using online resources and digital content, we may update or require you to update digital content, provided that the digital content shall always match the original description.

7. Providing Online Short Courses

7.1. By submitting the online acceptance form you are formally accepting your place on the Online Short Course and Start Date as set out in your offer letter. Submission of the acceptance form also constitutes your agreement to these terms and conditions and to meeting the requirements of the **Rules of Assessment for Taught Postgraduate Modular Study.**

7.2. We are not responsible for delays or inaccessibility outside our control. If our provision of an Online Short Course is delayed or the learning platform is inaccessible due to an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect. Provided we do this we will not be liable for delays or inaccessibility caused by the event, but if there is a risk of substantial delay or inaccessibility you may contact us to end the contract and receive a refund for any part of an Online Short Course you have paid for but not received.

7.3. You acknowledge that in some countries, states or other jurisdictions, the Online Short

Course and/or the mode of online delivery of your Online Short Course might not be recognised by the relevant authorities and/or other third parties. It is your responsibility to confirm whether or not your chosen Online Short Course and/or the mode of online delivery of the Online Short Course will be fully recognised in your country, state and/or jurisdiction, and/or in the countries, states or jurisdictions where you wish the Online Short Course to be recognised. No refunds of Tuition Fees will be made on the basis of either the Online Short Course and/or the mode of online delivery not being recognised by the relevant authorities and/or third parties. In circumstances where the provision of the Online Short Course by us to you would mean that we would not be in compliance with applicable laws, we reserve the right to terminate the contract immediately and section 10.2 will apply.

7.4. As part of our admissions process, we require you to complete an application form and submit supporting documents. If you give us incorrect or fraudulent information, we reserve the right to immediately end the contract and section 10.1 will apply.

7.5. **Reasons we may suspend the provision of an Online Short Course to you.** We may have to suspend the provision of an Online Short Course, for example:

a. To deal with technical problems or make technical changes;

b. To update an Online Short Course to reflect changes in relevant laws and regulatory requirements;

c. To make changes to an Online Short Course as notified by us to you (see section 6).

7.6. **Your rights if we suspend the provision of an Online Short Course.** We will contact you in advance to tell you we will be suspending provision of an Online Short Course, unless the problem is urgent or an emergency. As per the provisions of section 8.2(d), you may contact us to end the contract for an Online Short Course if we suspend it or tell you we are going to suspend it (in each case, where the suspension lasts or is due to last more than three months) we will refund any sums you have paid in advance for part of an Online Short Course that you have paid for but not received.

YOUR ATTENTION IS DRAWN TO THE FOLLOWING CLAUSE 8:

8. Your rights to end the contract

8.1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have applied for, how we are performing and when you decide to end the contract:

a. If you want to end the contract because of something we have done or have told you we are going to do, see section 8.2;

b. If you have just changed your mind about an Online Short Course, see section 8.3. You will be entitled to a full refund if you cancel within the 14-day Cancellation Period. If your Online Short Course is funded through a student loan, no loan funds will be claimed from the Student Loans Company (SLC) if you cancel within the 14-day Cancellation Period.

c. In all other cases (if we are not at fault and the 14-day Cancellation Period has ended), see section 8.4.

8.2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out in (a) to (e) below, the contract will end immediately, and we will refund you in full for any part of an Online Short Course that you have accepted a place on and paid for but not received. The reasons are:

a. We have told you about an upcoming change to an Online Short Course or these terms which you do not agree to (see section 6.2);

b. We have told you about an error in the fees or description of an Online Short Course you have applied for and you do not wish to proceed;

c. There is a risk that provision of an Online Short Course may be significantly delayed because of events outside our control;

d. We have suspended provision of an Online Short Course for technical reasons, or

notify you we are going to suspend it for technical reasons, in each case for a period of more than three months; or

e. You have a legal right to end the contract because of something we have done wrong.

8.3. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** You have a legal right to change your mind within 14 days and receive a refund. If you are cancelling within the 14-day Cancellation Period, then please let us know by a clear statement in writing by emailing **studentsupport@online.essex.ac.uk**. Please provide your name, Online Short Course title, phone number and email address. You may also use the **Model Cancellation Form.** The use of the model cancellation form is not obligatory. To meet the cancellation deadline you must tell us you wish to cancel before the end of the 14-day Cancellation Period.

8.4. Ending the contract where we are not at fault and the 14-day Cancellation Period has ended:

a. You can withdraw from your Online Short Course at any time, but you do not have a right to receive a refund if you change your mind once the 14-day Cancellation Period ends. Please see the contact details at section 9.1.

b. If you are funding your Tuition Fees through a loan from the Student Loans Company (SLC), we will inform the SLC that you have withdrawn from your Course and claim no further funding. Once instalments have been paid by the SLC they are non-refundable and you will remain liable for the amounts paid even if you withdraw, transfer or suspend your studies at a later date.

9. How to withdraw from your Online Short Course and end your contract

9.1. **Tell us you want to withdraw from the Course.** To withdraw from your Online Short Course, and end the contract with us, please let us know by doing one of the following depending on whether you are still within the 14-Day Cancellation Period:

c. If you are still within the 14-Day Cancellation Period, you can let us know by:

i. Emailing us at **studentsupport@online.essex.ac.uk**. Please provide your name, Course, phone number and email address; or

ii. Using the **Model Cancellation Form**. The use of the model cancellation form is not obligatory.

d. If you are outside of the 14-Day Cancellation Period, you can let us know by:

i. Emailing us at **studentsupport@online.essex.ac.uk**. Please provide your name, Course, phone number and email address; or

ii. Using the **Course Withdrawal Form** on our website. The use of the course withdrawal form is not obligatory.

9.2. If you withdraw from your Online Short Course within the 14-day Cancellation Period, we will refund you for any Tuition Fees paid by the method you used for payment. However, **after the 14-day Cancellation Period has ended no further refund will be made**. Please note that refunds will be made to the original tuition fee payer within 21 days of the receipt of the request for a refund.

YOUR ATTENTION IS DRAWN TO THE FOLLOWING CLAUSE 10:

10. Our rights to end the contract

10.1. We may end the contract if you break it. We may end the contract for an Online Short Course at any time by writing to you if you:

a. Provided false documents, or information that is misleading or inaccurate which is sufficiently serious to have affected our offer of a place on your Online Short Course;

b. Fail to meet the requirements of the Rules of Assessment;

c. Have not complied with our policies, those of the University of Essex or you are guilty of inappropriate conduct or are acting in a way that detrimentally affects the learning of

others.

d. Do not receive loan approval by the Student Loans Company (SLC) prior to the Course Start Date or if approval is withdrawn by the SLC during the duration of your Course.

10.2. We further reserve the right to end the Contract for an Online Short Course at any time by writing to you where the provision of the Online Short Course by us to you would mean that we would not be in compliance with applicable laws.

10.3. If we end the contract in the situations set out in section 10.1 and/or 10.2:

a. If you have paid your Tuition Fees in advance, you will receive a refund, but we will deduct from that refund, as reasonable compensation for the net costs we will incur as a result of ending your contract, the pro-rated fee for each week of study commenced between the Start Date and the date the contract ended. You will be refunded the remainder of any advance payment in full.

b. If you are paying your Tuition Fees through a loan from the Student Loans Company (SLC), we will inform the SLC that we have ended the contract and will claim no further funding. Once instalments have been paid by the SLC they are non-refundable and you will remain liable for the amounts paid even if you withdraw, transfer or suspend your studies at a later date.

10.4. **We may withdraw an Online Short Course.** We will notify you of this as soon as possible and try to minimise any adverse impact on you. An alternative Start Date or full refund will be offered.

10.5. We have developed a **Student Protection Plan**, approved by the Office for Students, and a **Refund and Compensation Policy** which sets out the circumstances in which we will refund Tuition Fees and other relevant costs to students and provide compensation where necessary if we are no longer able to preserve continuation of study.

11. If there is a problem

11.1. If you have any questions or complaints about an Online Short Course, please contact us. You can call us on +44 (0)1206 489 358 or email us at **enquiries@online.essex.ac.uk.**

11.2. Please follow the link to see our **Complaints Policy**.

11.3. We are under a legal duty to provide Online Short Courses that are in conformity with this contract. Nothing in these terms will affect your legal rights.

YOUR ATTENTION IS DRAWN TO THE FOLLOWING CLAUSE 12:

12. Tuition Fees and payment

12.1. Online Short Course Tuition Fees are advertised on our **website**. Tuition Fees include access to all required e-learning materials, so you do not need to purchase any additional materials as part of your studies. The applicable Tuition Fees for your Online Short Course will be shown on your payment plan.

12.2. It is always possible that, despite our best efforts, some of our Online Short Courses may be incorrectly priced or you have been given inaccurate figures in your payment plan. If you think a payment plan is wrong, please contact us promptly to discuss it. If there is an error in the Tuition Fee amount, you have the right to end the contract and clause 8.2 will apply.

12.3. All payments must be made via our online payment portal, Flywire. All payments made in respect of any Tuition Fees and other charges must be made in pounds sterling. Any currency conversion costs or other charges raised by the remitting bank when making a payment shall be borne by you or the third party making the payment on your behalf. Refunds will be paid in pounds sterling with the charges by the remitting bank being borne by us.

12.4. If you withdraw from your Online Short Course after 14 days and want to retake your Online Short Course at a later date, you will be charged for the module in full at the current advertised rates on our website, which may be higher than your original module fee.

12.5. Online Short Course Tuition Fees are charged on a per course basis.

12.6. If you are in arrears with in respect of Tuition Fees at the end of your Online Short Course, we reserve the right to withhold your certificate of completion until the debt has been cleared. If you wish to progress or transfer onto another Online Short Course or Course, any outstanding fees must be paid before you can start the new Online Short Course or Course.

12.7. Applicable tuition fee discounts or scholarships are advertised on our website and will be reflected in your payment plan prior to enrolment.

12.8. You are also bound by our **Debt Management Policy**. This has the aim of minimising levels of student debt and allowing us to continue to invest in the provision of high quality online higher education. The policy specifically covers the collection of Tuition Fees and charges payable to University of Essex Online by current and former students.

YOUR ATTENTION IS DRAWN TO THE FOLLOWING CLAUSE 13:

13. Our responsibility for loss or damage suffered by you

13.1. If we fail to comply with these terms, we are responsible to you for foreseeable loss and damage caused by us. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the application process. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. However, we are not responsible for any loss or damage that is not foreseeable.

13.2. We are not liable for business losses. We only provide Online Short Courses for domestic and private use. If you use an Online Short Course for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. How we may use your personal information

14.1. When a contract comes into existence between you and us, you accept that we will collect,

retain and process certain personal data about you, which will include sensitive personal data about you (for example, data concerning your racial/ethnic origins, health and sexuality). We will hold and process this data in accordance with:

a. our legitimate interests;

b. our responsibilities and obligations as a data controller under the UK General Data Protection Regulation and the Data Protection Act 2018. A data controller means that we determine the purposes for which and the means by which personal data is processed; and

c. our privacy policy.

14.2. We will hold and process the personal data that you provide to us:

a. To fulfil our obligations to you i.e. to provide Online Short Courses to you;

b. To process your payment for an Online Short Course; and

c. (If you agreed to this during the enquiry process) to inform you about similar Online Short Courses that we provide. These are known as “marketing communications” and you may stop receiving these at any time by clicking the unsubscribe link in the email communication or by contacting us via one of the ways outlined in clause 2.

14.3. We may share your personal data with:

a. Other companies that are under the same ownership as us;

b. The University of Essex, other business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you;

c. Professional, statutory and regulatory bodies;

d. Local representatives who may contact you directly on our behalf in some countries.

14.4. We may also share some of your information with:

a. Advertisers and advertising networks that require the data to select and serve relevant adverts to you and others; and

b. Analytics and search engine providers that assist us in the improvement and optimisation of our website.

14.5. We do not disclose information about identifiable individuals to our advertisers or our analytics or search engine providers, but we may provide them with aggregate, anonymised information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in SW1). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.

15. Technology

15.1. You will need the following essentials to participate in one of our Online Short Courses:

a. Access to a PC or laptop and webcam;

b. Headset with microphone;

c. Ability to connect to the internet via a broadband connection;

d. Access to an up-to-date web browser; and

e. Word processing software, for example Open Office.

15.2. The above list is not exhaustive, and you may need access to additional equipment and/or software to study specific Online Short Courses. If this is the case, it will be specified on our website and you will be advised of any additional requirements prior to the start of the Online Short Course.

15.3. Your web browser may have active pop-up blockers to suppress unwanted advertising.

Similarly, you may be behind a content-blocking device such as a firewall. It may be necessary to reconfigure or disable these. If you are accessing the learning platform from work or in a public place you may have to contact the system administrator to do this.

15.4. Computer equipment and internet access costs. These are not included in our Tuition Fees and are your responsibility.

16. Visa requirements

16.1. For students ordinarily resident outside the United Kingdom: you are under no obligation to visit the United Kingdom as part of your Course, but if you choose to do so then you are responsible for obtaining any visa required to cover your visit (if required for your entry into the UK) and for complying with any conditions attached to your visa. More information can be obtained from UK Visas and Immigration (UKVI).

17. Intellectual Property

17.1. For the purposes of this clause 17, the following definition will apply: Intellectual Property: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights (including inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium), in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

17.2. Unless otherwise stated in any material, we shall retain all Intellectual Property rights in all Course materials and in any other item or material that is connected or otherwise associated with the Course.

18. Other important terms

18.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer does not affect your rights under this contract.

18.2. Online Short Courses are not transferable between students.

18.3. Students must not make their online passwords available to any third parties.

18.4. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

18.5. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.6. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

18.7. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and wherever you live you can bring claims against us in respect of this contract in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in respect of this contract in the courts of the country you live in. We can claim against you in respect of this contract in the courts of the country you live in.