# Global Opportunities - Short Course Terms and Conditions

These Terms and Conditions apply to Short Course Programmes provided by YORK. Please read these terms and conditions carefully. You should understand that by applying for any of our programmes you agree to be bound by these terms and conditions.

## Explanation of Terms

In the following Terms and Conditions, the terms shall mean the following:

(a) GO- Global Opportunities

(b) University/YORK/We/Us - University of York

(c) Home Institution – Your home university/college or other educational institution you are primarily enrolled at.

(d) Homestay – accommodation provided by hosts in a private home.

(e) Participant/You/Your - a person confirmed by the University as an attendee of a short course Programme provided by YORK and hosted by Global Opportunities – Short Course Programmes

(f) Programme– a short course offered by YORK

(g) Registration Form – the form provided by Us to You which contains links to these terms and conditions and other key documents (if/as applicable) which must be fully completed in order to attend the Programme.

(h) Offer – Our offer to You of a place on the Programme

[(i) Webpages – the Short Course Programmes webpages

## 1. Information about us

Global Opportunities is part of the University of York, UK; it provides specialist teaching programmes across a range of topics for participants from our international partner universities around the world.

## 2. Acceptance of these Terms and Conditions

2.1 Your attendance on any Programme is subject to Your completion of the Registration Form and Your indication that you accept these Terms and Conditions and any other terms specified in the Registration Form.

2.2 These Terms and Conditions will only relate to the Programme you have been accepted on. YORK will not be obliged to supply an alternative programme to you if the Programme you are accepted on is cancelled by us.

2.3 YORK will not be obliged to supply an alternative programme to You if You cancel (for whatever reason) your attendance at the Programme you have been accepted on.

2.4 Your acceptance to a Programme is on the basis that you complete your registration and placement test where appropriate.

2.5 YORK reserves the right to accept or reject any individual applying for the Programme at its sole discretion. All admission decisions are final. If You provide untrue, falsified or misleading information on Your Registration Form YORK reserves the right to reject Your application or withdraw You from the Programme.

## 3. Quality of programmes

3.1 Unless we are prevented from doing so by an event outside Our control, we will provide Programmes which meet the criteria set by agreement with your home university.

3.2 You must provide Us, in sufficient time, with any information and instructions relating to the Programmes that We request from You and is necessary to enable us to provide the Programme to You.

## 4. Information about the Programme

4.1 Classes will be held 9.00 - 15.00 (including 1 hour for lunch and a 30-minute coffee break), Monday to Friday, unless specified otherwise.

4.2 YORK will award certificates on successful completion of the programme to those participants who have performed satisfactorily and attended classes regularly, in this instance regular attendance shall mean a minimum of 80% attendance at all classes.

## 5. Attendance

5.1 We reserve the right to remove a Participant from the Programme or to refuse admittance should we deem it necessary to do so. This includes where a Participant does not comply with the safety rules and advice, does not act responsibly and courteously, is disruptive, does not participate, fails to respect or affects the enjoyment of the Programme for other Participants.

5.2 No refunds or compensation will be payable by us in the event that any Participant is not permitted to, or decides not to, undertake or complete the Programme for the reasons set out in this clause.

## 6. Accommodation and subsistence

6.1 Accommodation for the Programme will be provided on the campus of University of York or via a Homestay arrangement as agreed with your Home Institution and according to availability.

6.2 Participants agree to act responsibly and safely, complying with any applicable regulations set out by the relevant accommodation providers.

6.3 We reserve the right to remove any Participants from the Programme who fail to comply with Accommodation rules and / or act in a responsible manner.

6.4 No refunds or compensation will be payable by us in the event that any Participant is removed from the Programme for failing to act responsibly or comply with Accommodation rules set out by University of York or 3rd party providers.

6.5 Accommodation booked for trips with 3rd party providers (mainly during excursions and/or trips) will be booked as twin/shared accommodation, any participants requiring a single room will be asked to pay a small supplement in cash. The amount of the supplement will be notified on or before the final payment is due and is unlikely to be no more than an additional £75 per night; however this amount cannot be guaranteed until the time of booking.

6.6 The participant is responsible for paying for their own lunch in any of the cafe/snack bars or shops available on or off campus unless this is otherwise stated on the Programme web page.

6.7 The Participant is responsible for paying for and sourcing their own evening meals if staying on campus.

## 7. Medical Attention

7.1 In the unlikely event that a Participant requires medical attention during a Programme, We will make every reasonable effort to obtain first aid support.

7.2 In cases where further medical support is required, We will accompany the Participant to the appropriate local medical service (GP, hospital etc).

7.3 Participants are responsible for organising and paying for proper medical and accident insurance to cover any costs arising from medical treatment before they enter the UK and for the duration of their stay in the UK.

## 8. Transportation and visa costs

8.1 Home Institution will organise arranging and paying for Your return transportation from Your country of origin to the UK

8.2 You agree to ensure You have the proper visas and the medical and accident insurance for entering and remaining in the UK for the duration of the Programme.

8.3 YORK accepts no liability for any costs (including any fees paid by the Participant) incurred due to a Participant being unable to obtain an appropriate visa and therefore having to cancel their attendance at the Programme.

## 9. Complaints

9.1 If you wish to make a complaint please let Us know as soon as possible by email to global-shortcourses@york.ac.uk so that We have the opportunity to address Your concerns and resolve them.

9.2 If We are unable to resolve Your complaint informally, You may be referred to YORK’s student complaints procedure.

## 10. Intellectual Property Rights

10.1 The copyright, design right and all other intellectual property rights on the site and any other materials and other documents and items that We prepare or produce in connection with the Programmes belong to us absolutely.

## 11. Data Protection

11.1 We will process Your personal data in accordance with data protection legislation. The [privacy policy](https://www.york.ac.uk/records-management/dp/your-info/students/#:~:text=What%20rights%20do%20you%20have,a%20right%20to%20withdraw%20consent.) explains what data we might hold about You, how we use it, who we might share it with and the reasons for doing that.

11.2 We may, during the course of Your Programme, capture video or images for the purpose of marketing and promotion. You will be asked to consent to this as part of the application process. Details of how and why this data may be used are set out in the [privacy policy](https://www.york.ac.uk/records-management/dp/your-info/students/#:~:text=What%20rights%20do%20you%20have,a%20right%20to%20withdraw%20consent.).

## 12. Events outside our control

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by an event outside our reasonable control (Force Majeure Event).

12.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

(a) Strikes, lockouts or other industrial action;

(b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

(c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster;

(d) Impossibility of the use of the use of railways, shipping, aircraft, motor transport or other means of public or private transport

(e) Impossibility of the use of public or private telecommunications networks; and

(f) The acts, decrees, legislation, regulations or restrictions of any government.

## 13. Limitation of liability

13.1 Subject as expressly provided in these Terms and Conditions all warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by law.

13.2 Except in respect of death or personal injury caused by YORK negligence, and save as provided in these Terms and Conditions, YORK shall not be liable to the Participant by reason of any representation, or any implied warranty, condition or other term, or any duty at law, or under the express terms of these terms and conditions, for any consequential loss or damage loss of profit or otherwise, (whether caused by the negligence of YORK, its employees or agents or otherwise) which arise out of or in connection with the provision of the Programme.

13.3 Nothing in the Terms and Conditions shall relieve YORK of its liability for death or injury caused by the negligence of YORK, its employees or agents. YORK has public liability insurance to cover its liabilities under these Terms and Conditions.

## 14. Law and Jurisdiction

14.1 The laws of England and Wales shall govern these Terms and any dispute between You and the University shall be subject to the exclusive jurisdiction of the English Courts