

Edinburgh Business School Terms and Conditions

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Terms and Conditions: Distance Learning Study

These Terms set out the basis on which Heriot-Watt University ("us" or "we" or "HWU" or "our") will deliver goods, educational services and digital content to students who enrol on one of our Edinburgh Business School distance learning Courses or Programmes ("you"). Please note that, unless otherwise required pursuant to the Terms, you are entitled to enrol on a Course or Courses without the need to Matriculate. By enrolling on any Course or matriculating on a Programme, you are agreeing to enter into a contract with us, which is governed by these Terms. Please note that the capitalised terms have the meanings as set out in Schedule 1 and the Terms are interpreted as described in that Schedule. The Schedules form part of these Terms.

1. ABOUT US

- 1.1 We are Heriot-Watt University, a company established by Royal Charter in the UK with company registration number RC000216 and a charity registered in Scotland, Charity No: SC000278, whose registered address is Lord Balerno Building, Edinburgh Campus, Edinburgh, Scotland, EH14 4AS. You can contact us at this address or at the email address enquiries@ebs.hw.ac.uk. Further contact details can be found at paragraph 16.7.
- 1.2 We are responsible for all academic matters relating to your Course(s) and Programme including academic regulation and is the awarding body. The Academic Regulations relevant to your Course(s) and Programme are available at: <http://www1.hw.ac.uk/ordinances/>.

2. YOUR APPLICATION AND OUR CONTRACT

- 2.1 Our acceptance of your order of a Course will take place when we email you with (a) confirmation of the order and that payment for the Course has been accepted, and (b) details of how you sign into the Student Portal, at which point a Contract will come into existence between you and us. If we are unable to accept your order, we will inform you of this and will not charge you for the relevant Products.
- 2.2 The Contract is subject to these Terms and you agree that the Contract is also subject to the Academic Regulations and the Policies.

3. TECHNOLOGY

- 3.1 You will need the System Requirements to participate on a Course.
- 3.2 Computer equipment and Internet access costs are not included in the Fees and are your responsibility.

4. COURSE TEXTBOOK

- 4.1 In the event that HWU makes available the Course Textbook then it is free but printing and shipping charges are payable by you as set out on the Website (the "Charges"). Payment to us for the Charges will be required in full at the time of ordering a Course Textbook. If your payment is not authorised then we will cancel your order for the Course Textbook (and notify you that we have done so). HWU may at its sole discretion withdraw any Course Textbooks from being available to order. For the avoidance of doubt, where a textbook for a Course is available from other sources other than HWU then you will be liable for all costs of purchase and shipping.
- 4.2 No order for a Course Textbook is accepted by us until such time as we send you an email to confirm your order of the Course Textbook and that payment of the Charges have been received in full in cleared funds.

- 4.3 Subject to payment of the Charges having been received by us, we will deliver the Course Textbook to you as soon as reasonably possible after you order it from the Website. You will own the Course Textbook once we have received payment for the Charges in full.
- 4.4 The Course Textbook will be your responsibility from the time it is delivered to the address you provided to us when ordering and risk of damage to or loss of it shall pass to you on delivery or attempted delivery. We will not accept responsibility for any delay in you receiving the Course Textbook as a result that no one is available at your address to take delivery or the Course Textbook cannot be posted through your letterbox.
- 4.5 When ordering the Course Textbook for delivery outside of the United Kingdom, you may be subject to and, where applicable, will be responsible for all import consents, duties and taxes. We have no control of these consents, duties and taxes and accordingly we shall not be responsible for them.
- 4.6 Unless otherwise notified by us, the Course Textbook will not require to be returned by you (a) on cancellation of this Contract, or (b) where it is not in conformity with this Contract pursuant to paragraph 9.3.

5. DIGITAL COURSE MATERIALS

- 5.1 We will make the Course Materials available for you to access and download as soon as we accept your order pursuant to paragraph 2.1 until such time as you complete the Course or the Contract is ended.

6. ENROLMENT AND MATRICULATION

- 6.1 On the purchase of a Course you will become an enrolled student of HWU.
- 6.2 In the event that you (a) wish to matriculate with us (being the administrative act of becoming a student of HWU including entering into the Student Declaration) ("**Matriculation**"), or (b) are required to Matriculate, then you will be required to provide us with proof of your identity and proof that you have satisfied all of the Entry Requirements in the form of official documents, certificates issued by a recognised awarding body and official translations of any certificates which are issued in any language other than English. Failure to provide such evidence to our satisfaction may result in you being unable to Matriculate.
- 6.3 Students who are not matriculated with HWU are not entitled to graduate or receive any intermediate award.
- 6.4 By completing the Matriculation process, you warrant and represent that:
- 6.4.1 you have met all of the Entry Requirements;
 - 6.4.2 the information provided by you to us (a) is true, accurate and complete, and (b) does not omit any material information; and
 - 6.4.3 you will comply with the Academic Regulations and Policies and that you have read and will be familiar with the information contained in the Handbook.
- 6.5 You should note that your progression on your Course or Programme and any final award is not guaranteed and is dependent on your academic performance.

7. RIGHTS AND OBLIGATIONS

- 7.1 Subject to our right to make changes pursuant to paragraph 7.3, we will use reasonable endeavours to deliver the Course and (where applicable) your Programme in accordance with the Academic Regulations and with our Policies. Any timetable for the delivery of your Programme will be as set out in the Handbook or as otherwise notified by us to you.

- 7.2 You agree to comply with the Academic Regulations and the Policies and, where applicable, satisfy all reasonable requirements of your Programme.
- 7.3 We may make any changes to any Course and the Course Materials and, where applicable, your Programme:
- 7.3.1 which are necessary due to Events Outside Our Control;
 - 7.3.2 which are necessary to comply with any applicable law or safety requirement; and/or
 - 7.3.3 in order to improve the quality of educational services and/or improve or update the Course or Programme, in order to meet the latest requirements of HWU, in order to bring the Contract in line with best practice activities, in response to student feedback, and/or due to a lack of student demand for certain Courses, provided such changes do not materially affect the nature or quality or the outcomes of your Course or Programme.
- 7.4 If we are required to make a change pursuant to paragraph 7.3, we shall notify you as soon as reasonably practicable and if you are a Consumer and reasonably believe that the proposed change will prejudicially affect you, you may cancel the Contract and withdraw from your Course and, where applicable, Programme without any liability to pay further Fees or Additional Costs in relation to your Course and, where applicable, Programme.
- 7.5 You shall be required to register for exams via the Student Portal and for each exam you shall choose an exam centre (a) from the list of exam centres on the Student Portal, or (b) pursuant to any other guidance or policy set out on the Website. We will endeavour to meet your choice of exam centre but cannot guarantee that you will be able to sit the exam at your chosen or preferred exam centre.
- 7.6 Where you have a sponsor or are undertaking the Course or Programme as part of your employment then you will make your sponsor or employer (as the case may be) aware of these Terms and, in particular, paragraph 8.
- 7.7 You will be bound by these Terms notwithstanding who pays the Fees.

8. FEES, ADDITIONAL COSTS AND PAYMENTS

- 8.1 The Fees payable are set out on our Website.
- 8.2 The Fees and Additional Costs are subject to annual review and revision (as applicable). In deciding upon increases in Fees and Additional Costs in respect of any subsequent year of study, we will take into consideration such factors as inflation, market competition and other external factors outwith our control. Any changes will be notified to you and if you are enrolled on a Programme then you will be entitled to consider if you wish to continue with your Programme.
- 8.3 The Fees must be paid to us at the time you order a Course. Fees paid are not transferrable.
- 8.4 Where your Course or Programme requires you to purchase additional goods and/or services from us any Additional Costs will be as set out in and payable in accordance with the Website or your Programme Information.
- 8.5 You acknowledge that the Fees and Additional Costs are payable by you regardless of whether or not you complete or pass a Course or your Programme.
- 8.6 There is no general entitlement to a refund of Fees once you have started a Course or your Programme. However, subject to the deductions set out in paragraph 8.8, refunds of Fees (or part thereof) or Additional Costs will be given by HWU:
- 8.6.1 in the case of overpayment or receipt of sponsorship after payment of the Fees or Additional Costs has been made;

8.6.2 where you are a Consumer and it requires to be repaid pursuant to the Consumer Rights Act 2015 (as amended or superseded from time to time); and

8.6.3 where you are a Consumer, pursuant to paragraphs 9.4 and 9.5 in respect of educational services.

8.7 In any other circumstance, a refund of Fees or Additional Costs may be made in accordance with our Refund Policy if you withdraw from a Course or your Programme.

8.8 Where a refund of Fees (or part thereof) or Additional Costs is made by us then we shall be entitled to deduct any:

8.8.1 fees or charges in connection with the repayment (including any bank transfer fees); and

8.8.2 loss as a result of currency fluctuations between the date of payment of the Fees or Additional Costs by you and the refund of the Fees (or part thereof) or Additional Costs by us.

9. DURATION AND CANCELLATION OF THE CONTRACT

Paragraphs 9.1 to 9.9 (inclusive) shall only apply where you are a Consumer.

9.1 In paragraphs 9.2 to 9.9 (inclusive) a reference to “end the Contract” shall mean ending only that part of the Contract as relates to the relevant goods, services or digital content. For the avoidance of doubt, all other terms of the Contract shall continue in full force and effect unless otherwise agreed in writing by HWU.

9.2 Your rights will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the Contract:

9.2.1 if what you have bought is faulty or misdescribed you may have a legal right to end the Contract, see paragraph 9.3;

9.2.2 if you want to end the Contract because of something we have done or have told you we are going to do, see paragraph 9.4;

9.2.3 if you have just changed your mind, see paragraph 9.5. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions; and

9.2.4 in all other cases (if we are not at fault and there is no right to change your mind) see paragraph 9.8.

If there is a problem with a Product

9.3 We are under a legal duty to supply Products that are in conformity with this Contract. Your legal rights are as follows:

9.3.1 if your Product is goods or digital content, then such goods or digital content must be as described, fit for purpose and of satisfactory quality; and

9.3.2 the remedy which is available to you is set out in the Consumer Rights Act 2015 (as amended or supplemented from time to time).

If you have any questions or complaints about the Products then please contact us using the contact details set out in paragraph 16.7:

Your cancellation rights

- 9.4 If you end the Contract for a reason set out at paragraphs 9.4.1 to 9.4.5 (inclusive), it will end immediately and we will refund you in full for any Products which have not been provided and you may also be entitled to compensation. The reasons are:
- 9.4.1 the events set out in paragraph 7.4 or 8.2 arise;
 - 9.4.2 we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;
 - 9.4.3 we breach the Contract in any material way and do not correct the situation within 14 days of you asking us in writing to do so;
 - 9.4.4 an Event Outside Our Control prevents us from providing the educational services or digital content to you under this Contract for 3 consecutive weeks or more; or
 - 9.4.5 you have a legal right to end the Contract because of something that we have done wrong.
- 9.5 If the Contract is concluded by means of distance communication (i.e. there has been no face to face contact between you and HWU at the time it is entered into), then how long you have to change your mind will depend on what Product you have ordered and how it is delivered:
- 9.5.1 in the event of educational services, you have 14 days after the day we email you to confirm that we accept your order of a Course pursuant to paragraph 2.1. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind;
 - 9.5.2 if you have bought digital content for downloading or streaming, you have 14 days after the day we email you to confirm that we accept your order of a Course pursuant to paragraph 2.1. If we delivered the digital content to you immediately, and you agree to this when ordering, you will not have the right to change your mind; and
 - 9.5.3 if you have bought the Course Textbook, you have 14 days after the day you receive the Course Textbook to change your mind.
- 9.6 To end the Contract pursuant to paragraph 9.5, you may use the model cancellation form in Schedule 2 but it is not obligatory. If you use the model cancellation form you can send it by post or by email to the addresses in paragraph 16.7. You may also write to us or email us at those addresses.
- 9.7 Subject to paragraph 9.9, if you are exercising your right to change your mind then where the Product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us that you had changed your mind. The amount will be in proportion to what has been supplied, in comparison to the full coverage of the Contract.
- 9.8 Even if we are not at fault and you do not have a right to change your mind you can still end the Contract before it is completed, but you may have to pay us compensation. A contract for goods or digital content is completed when the goods or digital content is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a Contract pursuant to the foregoing provisions of this paragraph 9.8, you must contact us using the contact details set out in paragraph 16.7 to let us know and we will consider your request in accordance with our Refund Policy. We may deduct from any refund reasonable compensation for the costs we incur where you end the Contract. In the event that we agree to a refund, we will refund you the price you paid for the relevant Product using the same method which you used for payment but we may make deductions
- 9.9 You do not have a right to change your mind and end the Contract in respect of:
- 9.9.1 Course Materials after you have started to download these; and

- 9.9.2 educational services once these have been completed, even if the cancellation period is still running.

Our cancellation and suspension rights

- 9.10 We may cancel the Contract:
- 9.10.1 at any time prior to the commencement of a Course or your Programme if there are insufficient students enrolled on the relevant Course or your Programme for it to be viable for us to run it;
 - 9.10.2 if an Event Outside Our Control that prevents us from providing a Course or your Programme continues for longer than one HWU semester or 16 weeks, (whichever is the shorter); or
 - 9.10.3 if we lose our right for the purposes of relevant legislation or regulatory requirements to provide the relevant Course or your Programme to you.
- 9.11 Subject to us complying with the Academic Regulations and any relevant Policies, we may cancel the Contract at any time with immediate effect by giving you written notice if:
- 9.11.1 it comes to our attention that you have failed to meet or no longer meet the Entry Requirements (including, without limitation, by way of us discovering that you have falsified your qualifications or you have provided information which contains material inaccuracies or fraudulent information, or that significant information has been omitted by you);
 - 9.11.2 you do not pay us the Fees or Additional Costs when you are supposed to;
 - 9.11.3 you break the Contract in any material way, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so; or
 - 9.11.4 you have failed to meet the requirements of a Course or your Programme, as set out on the Website, in your Programme Information, in the Academic Regulations (including in respect of your academic results) or in the Policies.
- 9.12 In addition to our rights under paragraph 9.11, we may suspend your participation on a Course or your Programme during any period when:
- 9.12.1 any of the Fees are outstanding; or
 - 9.12.2 we are dealing with a serious suspected breach by you of the Academic Regulations and/or the Policies.
- 9.13 If we terminate the Contract in the situations set out in paragraph 9.11, we will refund any money you have paid in advance for the Products we have not provided but we may deduct or charge you reasonable compensation for the costs we will incur as a result of your breaking the Contract.
- 9.14 If the Contract (or any part of it) has been terminated for any reason, you will no longer be entitled to use the facilities or services of HWU, submit assessments, take tests/examinations, or proceed to any award of HWU.
- 9.15 In the event that you are suspended from participation on a Course or your Programme you may be excluded from using the facilities or services of HWU, submitting assessments, taking tests/examinations, or proceeding to any award of HWU, all at our reasonable discretion.

10. DATA PROTECTION NOTICE

- 10.1 We will process personal data that you provide to us or which we collect about you in accordance with our Privacy Notice.

- 10.2 We may disclose personal data to third parties as set out in our Privacy Notice.
- 10.3 Please inform us promptly of any change of address or other personal information you have provided to us.

11. LIABILITY

- 11.1 Subject to paragraph 11.3, we will not be held responsible for (a) any injury to you (financial or otherwise), (b) any damage to your property, caused by another student or by any person who is not an employee or authorised representative of HWU, (c) any delay, disruption, failure or disturbance in the operation of the Internet, (d) issues with your data connection or devices, (e) you failing to (i) have the System Requirements, (ii) apply an update, or (iii) follow our instructions (or those of our suppliers), or (f) any failure by us to perform our obligations to you where this is due to (i) Events Outside Our Control as set out in paragraph 12, or (ii) incorrect details provided by you.
- 11.2 Subject to any other provision of these Terms, if you are a Consumer and 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, but we are not responsible for any loss or damage that is not foreseeable. 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.
- 11.3 Nothing in these terms and conditions shall limit our liability to you for fraud or wilful default or for death or personal injury caused by our negligence or where it would be unlawful to do so.
- 11.4 In all cases our liability to you in connection with your Course or Programme will not exceed the Fees charged to you for the relevant Course or Programme in the previous 12 months from the date of the event giving rise to the claim.

12. EVENTS OUTSIDE OUR CONTROL

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under these Terms that is caused by an Event Outside Our Control. If an Event Outside Our Control takes place that affects the performance under these Terms:
- 12.1.1 we will contact you as soon as reasonably possible to notify you;
- 12.1.2 our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- 12.1.3 we will restart the delivery of the relevant Course or your Programme and performance of our obligations as soon as reasonably possible after the Event Outside Our Control is over.

13. INTELLECTUAL PROPERTY

- 13.1 HWU and its licensors will remain the owner of the intellectual property in the Course Materials.
- 13.2 Subject to payment of the Fees and paragraphs 13.3 and 13.4, HWU grants to you a non-exclusive, non-transferable licence to use the Course Materials for the sole purpose of studying for a Course.
- 13.3 Subject to paragraph 13.4, you may not modify, copy, reproduce, re-publish, sub-license, sell, upload, broadcast, transmit, share, lend, hire, disseminate or distribute in any way the Course Materials without our prior written consent.
- 13.4 Students may print and download the Course Materials for their own private study only and not for commercial use.
- 13.5 Use of the Course Materials which is not provided for in paragraph 13.4 or otherwise expressly permitted by HWU will constitute an infringement of either HWU's intellectual property rights and/or that of HWU's licensors.

13.6 Any recording made available to you as part of a Course or Programme is for personal use only and unless authorised by HWU must not be distributed by you to any other person, published in any form, commercially exploited or uploaded/linked to any file sharing or social media channel. Misuse by you of any such recorded material will be deemed to be misconduct and/or an infringement of HWU's copyright and may lead to disciplinary or other action against you. No intellectual property rights in any such recording shall pass from HWU (or the employees, contractors or tutors of HWU, or HWU's learning partners) to you.

14. COMPLAINTS

If you have any complaints about the processes or procedures of HWU or a Product, Course or your Programme, you can raise these with us by contacting us at the address in paragraph 16.7. For further information, please see our Complaints Policy and Procedure at <https://www.hw.ac.uk/students/studies/complaints/complaints.htm>

15. YOUR RIGHTS AS A CONSUMER

Where you are a consumer, you have legal rights in relation to the Contract which are not affected by these Terms. Advice about your rights is available from your local Citizen's Advice Bureau.

16. GENERAL

16.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing or email if this happens and we will ensure that the transfer does not affect your rights under the Contract.

16.2 Courses and Programmes which are purchased by you are non-transferrable.

16.3 If we make any changes to these Terms these will be published on our Website.

16.4 If we fail to insist that you perform any of your obligations under these Terms, or do not enforce our rights or delay in doing so, that will not mean that we have waived our rights or that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

16.5 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them or parts thereof are unlawful, the remaining paragraphs and (where applicable) the parts thereof will remain in full force and effect.

16.6 The Contract is between you and us only. Except where the Contract is transferred by us pursuant to paragraph 16.1, no other person shall have any rights to enforce it.

16.7 Our contact details are as follows:

Heriot-Watt University
Edinburgh
EH14 4AS
UK
Telephone: +44 (0)131 451 3090
Email: enquiries@ebs.hw.ac.uk

16.8 You confirm that you have read these Terms carefully before agreeing to be bound by them.

16.9 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and interpreted in accordance with the laws of Scotland.

16.10 Any dispute or claim will be subject to the exclusive jurisdiction of the Scottish courts. Notwithstanding the foregoing, if you are a Consumer then:

- 16.10.1 if you live in England you can bring legal proceedings in either the Scottish or English courts;
- 16.10.2 if you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the Scottish courts;
- 16.10.3 if you live in the European Union (“EU”) or the European Free Trade Area (“EFTA”) then you will only be able to raise a claim in the Scottish courts unless Scotland and/or the United Kingdom becomes a signatory to the Lugano Convention or otherwise which provides that, notwithstanding any jurisdiction provisions in an agreement with a Consumer, Consumers in the EU and EFTA may raise claims in the state in which they live; and
- 16.10.4 if you live elsewhere or in all other circumstances then any dispute or claim will be subject to the exclusive jurisdiction of the Scottish courts.

Schedule 1

DEFINITIONS AND INTERPRETATION

1. In these Terms, the following terms have the meanings as set out below:

"Academic Regulations"	means the ordinances and regulations of HWU from time to time which can be viewed at http://www1.hw.ac.uk/ordinances/
"Additional Costs"	means any costs in addition to the Fees which are payable by you to us in connection with a Course or your Programme (including exam fees, tutorials, revision sessions, exam feedback and graduation fees);
"Consumer"	has the meaning given to it in section 2 of the Consumer Rights Act 2015;
"Contract"	means the contract between you and us for the provision of the Products (being made up of these Terms and the Policies);
"Course Materials"	means the online and digital course materials for a Course including the course text, feedback questions and answers, case studies, exam papers, model exam answers and explanations, multiple choice questions with answers and explanations, essay questions, simulations, videos and the online FAQs, together with any modifications, updates and substitutions from time to time in any format;
"Course Textbook"	means the hard copy text book which may, subject to availability, be ordered from us in respect of a Course.
"Courses"	means the Edinburgh Business School distance learning courses provided by HWU which are listed on the Website; and "Course" shall be construed accordingly;
"Entry Requirements"	means the qualifications or grades you must achieve in respect of Matriculation;
"Event Outside Our Control"	means any event or circumstance which is beyond our reasonable control;
"Fees"	means the fees payable by you in relation to a Course or your Programme, as set out on the Website or in your Programme Information (other than the Additional Costs);
"Handbook"	means the handbook in relation to a Course or your Programme including the arrangements for delivery of the Course or your Programme, which is updated from time to time and available on the Student Portal;
"Matriculation"	shall have the meaning set out in paragraph 6.2 of these Terms and "Matriculate" shall be construed accordingly;

"Policies"	means such of rules, policies and procedures of HWU in force from time to time that are relevant to your Course or Programme, and that are made available to you on the Student Portal or otherwise provided to you (including, without limitation, our Refund Policy, Data Sharing Policy, Disciplinary Policy and Complaints Policy & Procedure);
"Privacy Notice"	means the relevant privacy notice to be found at https://www.hw.ac.uk/services/information-governance/protect/privacy-and-your-data-rights.htm (as updated from time to time);
"Products"	means the goods, educational services and/or digital content provided by HWU to you pursuant to this Contract; and "Product" shall be construed accordingly;
"Programme"	means the distance learning programme of study for which you Matriculate comprising various Courses, the details of which are set out in the Programme Information;
"Programme Information"	means the description of your Programme set out on the Website as at the date you Matriculate and in the Handbook;
"Refund Policy"	means the applicable refund policy for Edinburgh Business School (as updated from time to time);
"Student Declaration"	means either (a) the hardcopy form provided by HWU, or (b) the online form on the Student Portal, setting out various declarations to be given by students when they are commencing or continuing with their Course or Programme.
"Student Portal"	means the online portal which hosts, without limitation, the Course Materials.
"System Requirements"	means the system requirements and IT functionality set out at: https://www.hw.ac.uk/ebs/study/student-support.htm (as updated from time to time) and any successor website.
"Website"	means our website at https://www.hw.ac.uk/ (as updated from time to time) and any successor website.

2. When examples are given in these Terms by using words or phrases such as "including" or "for example" this will not restrict the meaning of the related general words.
3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted.
4. A reference to a paragraph is to a paragraph of these Terms.
5. In the event of conflict between these Terms and the Website or Handbook then these Terms shall prevail.

Version 1.3
Last updated: 22 March 2021

Schedule 2

Cancellation Form

Heriot-Watt University
Edinburgh
EH14 4AS
UK
Email: enquiries@ebs.hw.ac.uk

I hereby give notice that I cancel my contract for studying on the programme/course(s) described below:

Order Number	Price	Description

Name of student

Student ID number

Address of student

Email address and telephone number of student

Signature of student (only if this form is notified on paper)

Date:

Terms and Conditions: On-Campus Study

These terms and conditions ("Terms") set out the basis on which Heriot-Watt University ("us" or "we" or "HWU" or "our") will deliver educational services to students who enrol on one of our Edinburgh Business School full-time or part-time on-campus Programmes ("you" or "your"). By accepting your Offer, you are agreeing to enter into a contract with us, which is governed by these Terms. If you do not wish to be bound by these Terms you should not accept your Offer. Please note that the capitalised terms have the meanings as set out in Schedule 1 and the Terms are interpreted as described in that Schedule. The Schedules form part of these Terms.

1. ABOUT US

- 1.1 We are Heriot-Watt University, a company established by Royal Charter in the UK with company registration number RC000216 and a charity registered in Scotland, Charity No: SC000278, whose registered address is Lord Balerno Building, Edinburgh Campus, Edinburgh, Scotland, EH14 4AS. You can contact us at this address or at the email address enquiries@ebs.hw.ac.uk. Further contact details can be found at paragraph 15.5.
- 1.2 We are responsible for all academic matters relating to your Programme including academic regulation and is the awarding body. The Academic Regulations relevant to your Programme are available at: <http://www1.hw.ac.uk/ordinances/>.

2. YOUR APPLICATION AND OUR CONTRACT

- 2.1 You declare that all the information included in your Application is true, accurate and complete to the best of your knowledge and belief.
- 2.2 The Offer is our offer to provide your Programme to you on these Terms and subject to you meeting the Entry Requirements.
- 2.3 Subject to the satisfaction of any conditions pursuant to paragraphs 2.5, 2.7 and 3.3, the receipt by HWU of your acceptance of your Offer within the required timescale set out in your Offer will constitute your acceptance of a place on the Programme and at which point a Contract will come into existence between you and us.
- 2.4 The Contract is subject to these Terms and from the point of Matriculation you will be asked to agree that your Contract is also subject to the Academic Regulations and the Policies.
- 2.5 The Offer we make to you may be conditional or unconditional. If your Offer is conditional, we will set out the conditions which you will need to fulfill in order to be admitted onto your Programme.
- 2.6 If it is discovered that your Application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your Application form, we may withdraw or amend your Offer, or terminate the Contract pursuant to paragraph 7.7.1, according to the circumstances, without liability to you and we shall not be responsible for any related or ancillary costs or losses you incur.
- 2.7 If you have not fulfilled the conditions of your Offer and thus not met the Entry Requirements before the date notified to you in your Offer or any other date notified to you, we reserve the right to withdraw your Offer or defer your Application, on your request, to a subsequent date of entry to give you an opportunity to meet the conditions and Entry Requirements.

3. MATRICULATION

- 3.1 In order to commence your study on your Programme you must matriculate with HWU as the administrative act of becoming a student of HWU including (i) entering into the Student Declaration, and (ii) completing a proof of identity process ("**Matriculation**"), and pay all applicable Fees for your

Programme notified to you for payment on Matriculation in respect of the academic year for which you are enrolling (as specified in paragraph 6).

- 3.2 You must have completed the Matriculation process at the start of your studies on the Programme and at the commencement of every academic year thereafter until you have completed the Programme. This is to confirm your intention to continue your Programme and will not create a new contract in respect of your Programme. As part of Matriculation you must complete the proof of identity process in person unless we agree otherwise in writing.
- 3.3 If you do not accept your Offer within 14 days of the start of your Programme we reserve the right to refuse to matriculate you and withdraw you from your Programme (without liability). Students who are not matriculated are not entitled to attend classes or participate in assessments for any Courses.
- 3.4 To complete Matriculation you must provide to us proof of your identity and proof that you have satisfied all of the Entry Requirements in the form of original official documents, certificates issued by a recognised awarding body and official translations of any certificates which are issued in any language other than English. Failure to provide such evidence to our satisfaction may result in the termination of your Offer or the termination of your Contract.
- 3.5 By completing the Matriculation process, you warrant and represent that:
- 3.5.1 you have an immigration status that entitles you to undertake your Programme (as required by paragraph 4) at your principal HWU Group campus of study;
 - 3.5.2 you have met all of the Entry Requirements;
 - 3.5.3 the information provided by you to us in your Application (a) is true, accurate and complete, and (b) does not omit any material information relevant to (i) your Application, (ii) your attendance as a student of HWU, or (iii) your immigration status; and
 - 3.5.4 you will comply with the Academic Regulations and Policies and that you have read and will be familiar with the information contained in the Handbook.
- 3.6 You should note that your progression on your Programme and any final award is not guaranteed and is dependent on your academic performance.

4. IMMIGRATION AND VISAS

- 4.1 You will need to demonstrate prior to the completion of Matriculation that you have an official valid immigration status and/or visa to undertake your Programme at your principal HWU Group campus of study. You are responsible for applying and paying for any necessary student visas for all locations in which you will be studying.
- 4.2 If you fail to provide proof of identity, evidence of meeting the Entry Requirements specified for you, or evidence of your right to study in the location as applicable, we will be entitled to not allow you to matriculate, cancel the Contract on written notice to you, or suspend you from your Programme and in each case without liability to you and we shall not be responsible for any related or ancillary costs or losses you incur.
- 4.3 You must take responsibility for ensuring that you comply with the terms of your visa whilst studying with HWU. Should you wish to take up paid employment on a part time basis, you should ensure that such work does not exceed that allowed by law in the relevant territory.
- 4.4 If you choose to withdraw from the Programme or your studies on the Programme, or the Contract is terminated for any reason, or if you are granted permission to interrupt your Programme, we will be under an obligation to inform the appropriate authorities and this may affect the validity of your visa and your ability to enter and/or remain in the relevant territory.

4.5 If your visa or your entitlement to study in a location is revoked for any reason, we will interrupt or terminate the Contract. In such circumstances you may not be entitled to a refund of any Fees already paid.

4.6 Where you are required to spend an academic term or a period of study at one of HWU Group's other campus locations (as referred to in paragraph 6.7) then, prior to commencing the relevant Programme, you will undertake due and diligent enquiries and determine (to the extent that you are able to do so) that you meet the requirements of the appropriate immigration authorities in the relevant location in respect of obtaining an official valid immigration status and/or visa in order to undertake a period of study at such location. In the event that you fail to obtain such immigration status or visa on or by the commencement of such period of study then we shall be entitled to terminate the Contract pursuant to paragraph 7.7.4 without liability to you and we shall not be responsible for any related or ancillary costs or losses you incur.

5. RIGHTS AND OBLIGATIONS

5.1 Subject to our right to make changes pursuant to paragraph 5.3, we will use reasonable endeavours to deliver your Programme in accordance with the Academic Regulations and with our Policies.

5.2 You agree to:

5.2.1 comply with the Academic Regulations;

5.2.2 obtain and maintain an immigration status that entitles you to undertake your Programme;

5.2.3 satisfy all reasonable requirements of your Programme, including in relation to attendance; and

5.2.4 comply with the Academic Regulations and Policies from Matriculation (including those in relation to health and safety and information security).

5.3 We may make any changes to your Programme, a Course and any Course Materials:

5.3.1 which are necessary due to Events Outside Our Control;

5.3.2 which are necessary to comply with any applicable law or safety requirement; and/or

5.3.3 in order to improve the quality of educational services and/or improve or update a Course or the Programme, in order to meet the latest requirements of HWU, in order to bring the Contract in line with best practice activities, in response to student feedback, and/or due to a lack of student demand for certain courses, provided such changes do not materially affect the nature or quality or the outcomes of your Programme.

5.4 If we are required to make a change pursuant to paragraph 5.3, we shall notify you as soon as reasonably practicable and if you are a Consumer and reasonably believe that the proposed change will prejudicially affect you, you may cancel the Contract and withdraw from your Programme without any liability to pay further Fees in relation to your Programme.

5.5 Unless otherwise agreed in advance in writing by us, all exams which you sit in respect of your Programme will be taken at the HWU Group campus which is your principal place of study.

5.6 Where you have a sponsor or are undertaking the Course or Programme as part of your employment then you will make your sponsor or employer (as the case may be) aware of these Terms and, in particular, paragraph 6.

5.7 You will be bound by these Terms notwithstanding who pays the Fees.

6. FEES AND PAYMENTS

6.1 The amount of the Fees payable and the date(s) for payment are set out in the Offer.

- 6.2 Fees are subject to annual review and revision (as applicable). In deciding upon increases in tuition fees in respect of any subsequent year of study, we will take into consideration such factors as inflation, market competition, compliance with applicable law and other external factors outwith our control. Any changes will be notified to you and you will be entitled to consider if you wish to continue with your Programme.
- 6.3 You may be required to pay a deposit in order to secure your place on your Programme. If you are required to pay a deposit, this will be stated in your Offer and such deposit will be payable on acceptance of your place on the Programme within two weeks of the date of the Offer. If you do not pay the deposit, your Offer may be withdrawn without further notice. It is therefore essential that you have funding for your deposit in place before you apply to HWU. Such deposits are non-refundable except as described in our Refund Policy or in accordance with your right to cancel under paragraph 7.2.
- 6.4 The Fees must be paid to us directly by you unless you produce satisfactory evidence that such Fees will be paid by a sponsoring authority on receipt of an invoice. You will be personally liable to pay your Fees if a sponsoring authority fails to do so. Fees paid are not transferrable.
- 6.5 The award of scholarships, bursaries, grants, waivers or financial assistance in respect of the Fees is at our absolute discretion.
- 6.6 Where your Programme requires you to purchase additional goods and/or services from us (including travel or accommodation (other than as set out in paragraph 6.7 below)) any Additional Costs will be as set out in and payable in accordance with your Programme Information. Where you spend a period of study at another HWU Group campus pursuant to paragraph 6.7 then you will be required at your own cost to obtain and maintain travel health insurance of an adequate and appropriate coverage from a reputable insurer during such period of study. Upon HWU's request, you shall without delay provide evidence to HWU of such insurance and premiums paid.
- 6.7 For students studying a Programme which involves spending an academic term or a period of study in one of HWU Group's other campus locations (as set out in the Programme Information or otherwise confirmed by us), you will be provided with (included within the Fees paid by you unless otherwise stated by us):
- 6.7.1 return economy flights from your principal HWU Group campus of study to such other HWU Group campus location; and
 - 6.7.2 accommodation in such other HWU Group campus location for the duration of such academic term or period of study,
- subject to the terms of such arrangements which will be provided to you. Please note that if you cancel your Contract once a booking for travel has been made by HWU then (a) you will be liable to reimburse HWU for the cost of such travel, and (b) you consent to HWU deducting such costs from any deposit, Fees or Additional Costs which you have already paid to HWU. For the avoidance of doubt, (a) if you choose not to spend an academic term or a period of study at another HWU Group campus then, unless otherwise agreed in writing by HWU, no refund of Fees will be payable by HWU to you, and (b) HWU will not be responsible for the costs of any accommodation and other travel and subsistence expenses at your principal HWU Group campus of study and you agree that you are solely responsibility for these.
- 6.8 If you fail to pay the Fees to us when they are due, we will take steps to recover the Fees in accordance with our legal rights and remedies. We may also withhold any award that would otherwise be issued by us in relation to your Programme and prevent you from attending any graduation ceremonies.
- 6.9 You acknowledge that, subject to these Terms, you are liable for the full amount of the Fees payable in respect of each academic year which you matriculate for, regardless of whether or not you complete or pass that part of your Programme.

- 6.10 There is no general entitlement to a refund of Fees once you have started your Programme. However, refunds of Fees will be given by HWU:
- 6.10.1 in the case of overpayment or receipt of sponsorship after payment of the Fees has been made; and
- 6.10.2 where you are a Consumer, pursuant to paragraph 7.2, 7.3 or 8.
- 6.11 In any other circumstance, a refund of Fees may be made if you withdraw from a Programme in accordance with our Refund Policy.

7. DURATION AND CANCELLATION OF THE CONTRACT

- 7.1 The Contract will continue until your completion of your Programme unless:
- 7.1.1 it is cancelled earlier in accordance with these Terms; or
- 7.1.2 where the duration of your Programme is more than one academic year, you fail to matriculate on your Programme for the subsequent academic years, in which case it will end at the end of the last academic year unless your failure to re-enrol is due to you taking period of absence as agreed by HWU from your Programme.

Paragraphs 7.2 to 7.4 (inclusive) shall only apply where you are a Consumer.

Your Cancellation rights

- 7.2 If you accept our Offer by means of distance communication (i.e. there has been no face to face contact between you and HWU at the time you accept the Offer), you have a right to cancel the Contract within 14 days from the date the Contract is formed (i.e. from your acceptance of our Offer in accordance with paragraph 2.3) without giving any reason by informing us by a clear statement. To cancel, you may use the model cancellation form in Schedule 2 but it is not obligatory. If you use the model cancellation form you can send it by post or by email to the addresses in paragraph 15.5. You may also write to us or email us at those addresses. Subject to paragraph 7.3, if you cancel the Contract in this way we will reimburse any deposit, Fees and Additional Costs you have paid (if any) within 14 days of the date on which you inform us that you wish to cancel.
- 7.3 If your Programme is due to commence within the 14 day period referred to in paragraph 7.2, you will only be able to commence your Programme on its due date if you provide us with an express request to do so. If we need to book your travel to another HWU Group campus within this 14 day period then you will be liable for such travel costs in accordance with paragraph 6.7 if you cancel your Contract once this booking is made. If you cancel your Contract in the circumstances set out in this paragraph 7.3 then you will be liable to pay for any services provided to you under this Contract up to the receipt by HWU of a clear statement of cancellation from you. You will have no right to cancel any services provided to you under this Contract once they have been fully performed (and you hereby acknowledge that your cancellation rights would be lost in such circumstances).
- 7.4 In addition to your rights under paragraph 7.2, you may cancel the Contract if:
- 7.4.1 we break the Contract in any material way and do not correct the situation within 14 days of you asking us in writing to do so;
- 7.4.2 an Event Outside Our Control prevents us from providing the services to you under this Contract for 3 consecutive weeks or more; or
- 7.4.3 the events set out in paragraphs 5.4 or 6.2 arise.
- 7.5 If you wish to withdraw from your Programme and receive a refund of the Fees in any other circumstances other than those described in paragraph 7.2 (where you are a Consumer), then we will consider your request in accordance with our Refund Policy.

Our cancellation and suspension rights

- 7.6 We may cancel the Contract:
- 7.6.1 at any time prior to the commencement of your Programme if there are insufficient students enrolled on your Programme for it to be viable for us to run your Programme;
 - 7.6.2 if an Event Outside Our Control that prevents us from providing your Programme continues for longer than one HWU term or 16 weeks (whichever is the shorter); or
 - 7.6.3 if we lose the right for the purposes of relevant legislation or regulatory requirements to provide your Programme to you.
- 7.7 Subject to us complying with the Academic Regulations and any relevant Policies we may cancel the Contract at any time with immediate effect by giving you written notice if:
- 7.7.1 it comes to our attention that you have failed to meet or no longer meet the Entry Requirements (including by way of us discovering that you have falsified your qualifications or your Application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your Application);
 - 7.7.2 you do not pay us the Fees or Additional Costs when you are supposed to;
 - 7.7.3 at any time you are not able to demonstrate by producing appropriate documentation satisfactory to HWU that you have an immigration status entitling you to undertake your Programme at your principal HWU Group campus of study;
 - 7.7.4 where you are required to spend an academic term or a period of study at one of HWU Group's other campus locations pursuant to paragraph 6.7, you fail to obtain an official valid immigration status and/or visa at such location for the relevant period;
 - 7.7.5 you break the Contract in any material way, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so; or
 - 7.7.6 you have failed to meet the requirements of your Programme, as set out in your Programme Information, the Academic Regulations (including in respect of your attendance or academic results) or the Policies.
- 7.8 In addition to our rights under paragraph 7.7 we may suspend your participation on your Programme during any period when:
- 7.8.1 any of the Fees are outstanding;
 - 7.8.2 we reasonably suspect that you do not have an immigration status that entitles you to undertake your Programme; or
 - 7.8.3 we are dealing with a serious suspected breach by you of the Academic Regulations and/or the Policies.
- 7.9 If the Contract has been terminated (for any reason), you will no longer be entitled to attend lectures, classes or seminars, use HWU's facilities or services, submit assessments, take tests/examinations, or proceed to any award of HWU. In the event that you are suspended from participation on your Programme you may be excluded from attending lectures, classes or seminars, using HWU's facilities or services, submitting assessments, taking tests/examinations, or proceeding to any award of HWU at our reasonable discretion.

8. REPAYMENT OF FEES ON CANCELLATION

If you cancel the Contract under paragraph 7.2, 7.3 or 7.4 (if you are a Consumer) or we cancel the Contract under paragraph 7.6 or 7.7 then you will not have to pay any further Fees and we will

consider any request for a refund of Fees in respect of that academic year in accordance with our Refund Policy.

9. DATA PROTECTION NOTICE

- 9.1 We will process personal data that you provide to us or which we collect about you in accordance with our Privacy Policy.
- 9.2 We may disclose personal data to third parties as set out in our Privacy Policy.
- 9.3 You shall inform us promptly of any change of address or other personal information you have provided to us.

10. LIABILITY

- 10.1 Whilst we take all reasonable care to ensure the safety and security of our students whilst on the premises of the HWU Group, we cannot accept responsibility, and expressly we exclude liability, for loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.
- 10.2 Subject to paragraph 10.4 we shall not be held responsible for any (a) injury to you (financial or otherwise), (b) any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of HWU, (c) any delay, disruption, failure or disturbance in the operation of the Internet, (d) issues with your data connection or devices, (e) you failing to (i) have the System Requirements, (ii) apply an update, or (iii) follow our instructions (or those of our suppliers), or (f) any failure by us to perform our obligations to you where this is due to (i) Events Outside Our Control as set out in paragraph 11, or (ii) incorrect details provided by you.
- 10.3 Subject to any other provision of these Terms, if you are a Consumer and 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, but we are not responsible for any loss or damage that is not foreseeable. 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.
- 10.4 Nothing in these terms and conditions shall limit our liability to you for fraud or wilful default or for death or personal injury caused by our negligence or where it would be unlawful to do so.
- 10.5 In all cases our liability to you in connection with your Course or Programme will not exceed the Fees charged to you for the relevant Course or Programme in the previous 12 months from the date of the event giving rise to the claim.

11. EVENTS OUTSIDE OUR CONTROL

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under these Terms that is caused by an Event Outside Our Control. If an Event Outside Our Control takes place that affects the performance under these Terms:
- 11.1.1 we will contact you as soon as reasonably possible to notify you;
- 11.1.2 our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- 11.1.3 we will restart the delivery of your Programme and performance of our obligations as soon as reasonably possible after the Event Outside Our Control is over.

12. INTELLECTUAL PROPERTY

- 12.1 HWU and its licensors will remain the owner of the intellectual property in the Course Materials.

- 12.2 Subject to payment of the Fees and paragraphs 12.3 and 12.4, HWU grants to you a non-exclusive, non-transferable licence to use the Course Materials for the sole purpose of studying for the Programme.
- 12.3 Subject to paragraph 12.4, you may not modify, copy, reproduce, re-publish, sub-license, sell, upload, broadcast, transmit, share, lend, hire, disseminate or distribute in any way the Course Materials without our prior written consent.
- 12.4 Students may print and download the Course Materials for their own private study only and not for commercial use.
- 12.5 Use of the Course Materials which is not provided for in paragraph 12.4 or otherwise expressly permitted by HWU will constitute an infringement of either HWU's intellectual property rights and/or that of HWU's licensors.
- 12.6 Any recording made available to you as part of a Course or Programme is for personal use only and, unless authorised by HWU, must not be distributed by you to any other person, published in any form, commercially exploited or uploaded/linked to any social media channel. Misuse by you of any such recorded material will be deemed to be misconduct and/or an infringement of HWU's copyright and may lead to disciplinary or other action against you. No intellectual property rights in any such recording shall pass from HWU (or the employees, contractors or tutors of HWU, or its learning partners) to you.

13. COMPLAINTS

If you have any complaints about the processes or procedures of HWU or your Programme, you can raise these with us by contacting us at the address in paragraph 15.5. For further information, please see our Complaints Policy and Procedure at <https://www.hw.ac.uk/students/studies/complaints/complaints.htm>

14. YOUR RIGHTS AS A CONSUMER

Where you are a consumer, you have legal rights in relation to the Contract which are not affected by these Terms. Advice about your rights is available from your local Citizen's Advice Bureau.

15. GENERAL

- 15.1 If we make any changes to these Terms these will be published on our Website and we will take reasonable steps to bring these changes to your attention.
- 15.2 If we fail to insist that you perform any of your obligations under these Terms, or do not enforce our rights or delay in doing so, that will not mean that we have waived our rights or that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 15.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them or parts thereof are unlawful, the remaining paragraphs and (where applicable) the parts thereof will remain in full force and effect.
- 15.4 The Contract is between you and us only. Except where the Contract is transferred by us pursuant to paragraph 15.1, no other person shall have any rights to enforce it.
- 15.5 Our contact details are as follows:
- Heriot-Watt University
Edinburgh
EH14 4AS
UK
Telephone: +44 (0)131 451 3090
Email: enquiries@ebs.hw.ac.uk

- 15.6 You confirm that you have read these Terms carefully before agreeing to be bound by them.
- 15.7 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and interpreted in accordance with the laws of Scotland.
- 15.8 Any dispute or claim will be subject to the exclusive jurisdiction of the Scottish courts. Notwithstanding the foregoing, if you are a Consumer then:
- 15.8.1 if you live in England you can bring legal proceedings in either the Scottish or English courts;
 - 15.8.2 if you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the Scottish courts;
 - 15.8.3 if you live in the European Union ("EU") or the European Free Trade Area ("EFTA") then you will only be able to raise a claim in the Scottish courts unless Scotland and/or the United Kingdom becomes a signatory to the Lugano Convention or otherwise which provides that, notwithstanding any jurisdiction provisions in an agreement with a Consumer, Consumers in the EU and EFTA may raise claims in the state in which they live; and
 - 15.8.4 if you live elsewhere or in all other circumstances then any dispute or claim will be subject to the exclusive jurisdiction of the Scottish courts.

Schedule 1

DEFINITIONS AND INTERPRETATION

1. In these Terms, the following terms have the meanings as set out below:

"Academic Regulations"	means the ordinances and regulations of HWU from time to time which can be viewed at http://www1.hw.ac.uk/ordinances/
"Additional Costs"	means any costs in addition to the Fees which are payable by you to us in connection with your Programme;
"Application"	means your application for a place on your Programme;
"Consumer"	has the meaning given to it in section 2 of the Consumer Rights Act 2015;
"Contract"	means the contract between you and us for the provision of your Programme (being made up of these Terms and your Offer and, from Matriculation, the Academic Regulations and the Policies);
"Course Materials"	means the course materials for a Course (in whatever format) including the course text, feedback questions and answers, case studies, exam papers, model exam answers and explanations, multiple choice questions with answers and explanations, essay question, simulations, videos, the online FAQs together with any modifications, updates and substitutions from time to time in any format;
"Courses"	means the courses which constitute your Programme, and "Course" shall be construed accordingly;
"Entry Requirements"	means any entry requirements set out in the Offer, including in relation to the qualifications or grades you must achieve to commence your Programme;
"Event Outside Our Control"	means any event or circumstance which is beyond our reasonable control;
"Fees"	means the tuition fees payable by you in relation to your Programme, as set out in your Programme Information;
"Handbook"	means the handbook in relation to your Programme including the arrangements for delivery of your Programme, which is available on the Student Portal from the beginning of the academic year in which you are Matriculating;
"HWU Group"	means HWU and any subsidiary (as defined in section 1159 of the Companies Act 2006) from time to time;
"Matriculation"	shall have the meaning set out in paragraph 3.1 of these Terms;
"Offer"	means our written offer to you of a place on your Programme, sent to you by HWU;

"Policies"	means such rules, policies and procedures of HWU in force from time to time that are relevant to your Programme from the date of your Matriculation and that are made available to you on the Student Portal or otherwise provided to you (including our Refund Policy, Privacy Policy and Complaints Policy and Procedure);
"Privacy Notice"	means the relevant privacy notice to be found at https://www.hw.ac.uk/services/information-governance/protect/privacy-and-your-data-rights.htm (as updated from time to time);
"Programme"	means the Edinburgh Business School programme of study described in the Offer, the details of which are set out in the Programme Information;
"Programme Information"	means the description of your Programme set out on the Website as at the date you accept your Offer and in the Handbook;
"Refund Policy"	means the applicable refund policy for Edinburgh Business School (as updated from time to time);
"Student Declaration"	means either (a) the hardcopy form provided by HWU, or (b) the online form on the Student Portal, setting out various declarations to be given by students when they are commencing or continuing with their Programme.
"Student Portal"	means the online portal which hosts the HWU learning materials for the Courses.
"System Requirements"	means the system requirements and IT functionality set out at: https://www.hw.ac.uk/ebs/study/student-support.htm (as updated from time to time) and any successor website.
"Website"	means our website at https://www.hw.ac.uk/ (as updated from time to time) and any successor website.

2. When examples are given in these Terms by using words or phrases such as "including" or "for example" this will not restrict the meaning of the related general words.
3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted.
4. A reference to a paragraph is to a paragraph of these Terms.
5. In the event of conflict between these Terms and the Website or the Handbook then these Terms shall prevail.

Version 1.3
Last updated: 22 March 2021

Schedule 2

Cancellation Form

Heriot-Watt University
Edinburgh
EH14 4AS
UK
Email: enquiries@ebs.hw.ac.uk

I hereby give notice that I cancel my contract for studying on the programme described below:

Order Number	Price	Description

Accepted on

Name of student

Student ID number

Address of student

Email address and telephone number of student

Signature of student (only if this form is notified on paper)

Date:

Terms and Conditions: On-Campus Seminars and Online Sessions

These terms and conditions ("Terms") set out the basis on which Heriot-Watt University ("us" or "we" or "HWU" or "our") will deliver educational services to students who book on one of our Edinburgh Business School on-campus Seminars or Online Sessions ("you" or "your"). By booking on one of our on-campus Seminars or Online Sessions, you are agreeing to enter into a contract with us, which is governed by these Terms. Please note that the capitalised terms have the meanings as set out in Schedule 1 and the Terms are interpreted as described in that Schedule. The Schedules form part of these Terms.

1. ABOUT US

- 1.1 We are Heriot-Watt University, a company established by Royal Charter in the UK with company registration number RC000216 and a charity registered in Scotland, Charity No: SC000278, whose registered address is Lord Balerno Building, Edinburgh Campus, Edinburgh, Scotland, EH14 4AS. You can contact us at this address or at the email address enquiries@ebs.hw.ac.uk. Further contact details can be found at paragraph 14.9.

2. YOUR BOOKING AND OUR CONTRACT

- 2.1 Our acceptance of your order of the Seminars or Online Sessions will take place when we email you with confirmation of the order and that payment for the Seminars or Online Sessions has been accepted at which point a Contract will come into existence between you and us. If we are unable to accept your order, we will inform you of this and will not charge you for the relevant Seminars or Online Sessions.
- 2.2 The Contract is subject to these Terms and you agree that the Contract is also subject to the Policies.
- 2.3 You should note that your progression on your Course and/or Programme and any final award is not guaranteed and is dependent on your academic performance.

3. TECHNOLOGY

- 3.1 If you have booked the Online Sessions then you will need the System Requirements to participate.
- 3.2 Computer equipment and Internet access costs are not included in the Fees and are your responsibility.

4. VISAS

- 4.1 Seminars will be held at HWU's campus in Edinburgh, Scotland or at one of HWU Group's other campuses (as set out on the Website).
- 4.2 If you have booked on a Seminar then:
- 4.2.1 any travel, accommodation and other costs incurred by you in respect of attendance at the relevant campus for the Seminar is not included in the Fees and are your responsibility;
- 4.2.2 you will be responsible for applying for, obtaining and paying for any visa (as required) in order to attend the Seminar at the relevant campus;
- 4.2.3 you must take responsibility for ensuring that you comply with the terms of your visa whilst attending the Seminar at the relevant campus; and
- 4.2.4 in the event that you fail to obtain such visa and/or are unable to travel to the relevant campus for the Seminar then we shall not be responsible for (a) any losses or costs which you incur, and (b) the effect of your not being able to attend the Seminar may have on your academic performance on a Course, and (subject to paragraphs 7.2 and 7.3 (where you are a Consumer)) you shall not be entitled to a refund of the Fees.

5. RIGHTS AND OBLIGATIONS

- 5.1 Subject to our right to make changes pursuant to paragraph 5.3, we will use reasonable endeavours to deliver the Seminars and Online Sessions in accordance with our Policies. Any timetable for delivery of the Seminars and Online Sessions will be as set out on the Website or as otherwise notified by us to you.
- 5.2 We may make any changes to the Seminars or Online Sessions:
- 5.2.1 which are necessary due to Events Outside Our Control;
 - 5.2.2 which are necessary to comply with any applicable law or safety requirement; and/or
 - 5.2.3 in order to improve the quality of educational services and/or improve or update the Seminars or Online Sessions, in order to meet the latest requirements of HWU, in order to bring the Contract in line with best practice activities, in response to student feedback, and/or due to a lack of student demand, provided such changes do not materially affect the nature or quality or the outcomes of the Seminars or Online Sessions.
- 5.3 HWU or, where applicable, HWU learning partners may make changes at any time to any tutor providing the Seminars or Online Sessions.
- 5.4 If we are required to make a change pursuant to paragraph 5.2, we shall notify you as soon as reasonably practicable and if you are a Consumer and reasonably believe that the proposed change will prejudicially affect you, you may cancel the Contract and withdraw from the relevant Seminar or Online Session.
- 5.5 By booking a Seminar or Online Session, you acknowledge and agree that you are expected to participate in all on-campus seminars or online sessions (as the case may be) which you have booked on.
- 5.6 You acknowledge and agree to the relevant provisions in the Handbook which may apply to the Seminars or Online Sessions.
- 5.7 The Online Sessions may be recorded and, if recorded, the recording will be made available to you for a limited period of time and as determined by HWU.
- 5.8 You shall comply at all times with all applicable laws, bye laws, regulations, codes of practice, orders or rules of court or subordinate legislation which applies to the performance by you of your obligations under this Contract.
- 5.9 Where you have a sponsor or employer (as the case may be) who/which is paying for the Seminars or Online Sessions then you will make your sponsor or employer (as the case may be) aware of these Terms and, in particular, paragraph 6.
- 5.10 You will be bound by these Terms notwithstanding who pays the Fees.

6. FEES AND PAYMENTS

- 6.1 The Fees payable are set out on our Website.
- 6.2 The Fees are subject to annual review and revision (as applicable). In deciding upon increases in Fees, we will take into consideration such factors as inflation, market competition, compliance with applicable law and other external factors outwith our control.
- 6.3 The Fees must be paid to us at the time you order the Seminar or Online Session. Except as otherwise set out in HWU's refund policy (as updated from time to time), Fees paid are not transferrable.

- 6.4 You acknowledge and agree that the Fees are payable by you regardless of whether or not you complete the Seminar or Online Session.
- 6.5 There is no general entitlement to a refund of Fees once you have started the Seminar or Online Session. However, refunds of Fees will be given by HWU:
- 6.5.1 in the case of overpayment or receipt of sponsorship after payment of the Fees has been made;
 - 6.5.2 where you are a Consumer and it requires to be repaid pursuant to the Consumer Rights Act 2015 (as amended or superseded from time to time); or
 - 6.5.3 where you are a Consumer, pursuant to paragraphs 7.2 and 7.3.
- 6.6 In any other circumstance, a refund of Fees may be made if you withdraw from the Seminar or Online Session in accordance with our Refund Policy.
- 6.7 Where a refund of Fees (or part thereof) is made by us then we shall be entitled to deduct any:
- 6.7.1 fees or charges in connection with the repayment (including any bank transfer fees); and
 - 6.7.2 losses as a result of currency fluctuations between the date of payment of the Fees by you and the refund of the Fees (or part thereof) by us.

7. DURATION AND CANCELLATION OF THE CONTRACT

- 7.1 The Contract will continue until your completion of the Seminars or Online Revisions Sessions unless it is cancelled earlier in accordance with these Terms.

Paragraphs 7.2 to 7.4 (inclusive) shall only apply where you are a Consumer.

Your Cancellation rights

- 7.2 If the Contract is concluded by means of distance communication (i.e. there has been no face to face contact between you and HWU at the time it is entered into), you have a right to cancel the Contract within 14 days from the date the Contract is formed (i.e. from the date of entering into the Contract in accordance with paragraph 2.1) without giving any reason by informing us by a clear statement. To cancel, you may use the model cancellation form in Schedule 2 but it is not obligatory. If you use the model cancellation form you can send it by post or by email to the addresses in paragraph 14.9. You may also write to us or email us at those addresses. Subject to paragraphs 6.7 and 7.3, if you cancel the Contract in this way we will reimburse any Fees you have paid (if any) within 14 days of the date on which you inform us that you wish to cancel.
- 7.3 If the relevant Seminar or Online Session is due to commence within the 14 day period referred to in paragraph 7.2, you will only be able to commence the Seminar or Online Session on its due date if you provide us with an express request to do so. If you cancel your Contract in the circumstances set out in this paragraph 7.3 then you will be liable to pay for any services provided to you under this Contract up to the receipt by HWU of a clear statement of cancellation from you. You will have no right to cancel any services provided to you under this Contract once they have been fully performed (and you hereby acknowledge that your cancellation rights would be lost in such circumstances).
- 7.4 In addition to your rights under paragraph 7.2, you may cancel the Contract if:
- 7.4.1 we break the Contract in any material way and do not correct the situation within 14 days of you asking us in writing to do so;
 - 7.4.2 an Event Outside Our Control prevents us from providing the services to you under this Contract for 4 consecutive weeks or more; or
 - 7.4.3 the events set out in paragraph 5.2 arises.

- 7.5 If you wish to withdraw from the Seminars or Online Seminars and receive a refund of the Fees in any other circumstances other than those described in paragraph 7.2 (where you are a Consumer), then we will consider your request in accordance with our Refund Policy.

Our cancellation and suspension rights

- 7.6 We may cancel the Contract:
- 7.6.1 at any time prior to the commencement of the relevant Seminar or Online Session if there are insufficient students booked on the Seminar or Online Session for it to be viable for us to run it;
 - 7.6.2 if an Event Outside Our Control that prevents us from providing the Seminar or Online Session for longer than 4 weeks; or
 - 7.6.3 if we are unable as a result of legislation or regulatory requirements to provide the Seminar or Online Session to you.
- 7.7 We may cancel the Contract at any time with immediate effect by giving you written notice if:
- 7.7.1 you do not pay us the Fees when you are supposed to; and
 - 7.7.2 you break the Contract in any material way, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so.
- 7.8 In addition to our rights under paragraph 7.7 we may suspend your participation on the Seminars or Online Sessions during any period when:
- 7.8.1 any of the Fees are outstanding; or
 - 7.8.2 we are dealing with a serious suspected breach by you of the Contract, the Academic Regulations and/or the Policies.

8. DATA PROTECTION NOTICE

- 8.1 We will process personal data that you provide to us or which we collect about you in accordance with our Privacy Notice.
- 8.2 We may disclose personal data to third parties as set out in our Privacy Notice.
- 8.3 You shall inform us promptly of any change of address or other personal information you have provided to us.

9. LIABILITY

- 9.1 Whilst we take all reasonable care to ensure the safety and security of our students whilst on any of the premises of the HWU Group, we cannot accept responsibility, and expressly we exclude liability, for loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.
- 9.2 Subject to paragraph 9.4, we will not be held responsible for (a) any injury to you (financial or otherwise), (b) any damage to your property, caused by another student or by any person who is not an employee or authorised representative of HWU, (c) any delay, disruption, failure or disturbance in the operation of the Internet which affects the Online Sessions, (d) issues with your data connection or devices, (e) you failing to (i) have the System Requirements, (ii) apply an update, or (iii) failure to follow our instructions (or those of our suppliers), or (f) any failure by us to perform our obligations to you where this is due to (i) Events Outside Our Control as set out in paragraph 10, or (ii) incorrect details provided by you.

- 9.3 If you are a Consumer and 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, but we are not responsible for any loss or damage that is not foreseeable. 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.
- 9.4 Nothing in these terms and conditions shall limit our liability to you for fraud or wilful default or for death or personal injury caused by our negligence or where it would be unlawful to do so.
- 9.5 In all cases our liability to you in connection with the Seminars or Online Sessions will not exceed the Fees charged to you for the relevant Seminar or Online Seminar.

10. EVENTS OUTSIDE OUR CONTROL

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under these Terms that is caused by an Event Outside Our Control. If an Event Outside Our Control takes place that affects the performance under these Terms:
- 10.1.1 we will contact you as soon as reasonably possible to notify you;
- 10.1.2 our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- 10.1.3 we will restart the delivery of the relevant Seminars or Online Sessions and performance of our obligations as soon as reasonably possible after the Event Outside Our Control is over.

11. INTELLECTUAL PROPERTY

- 11.1 HWU and its licensors will remain the owner of the intellectual property in the Materials.
- 11.2 Subject to payment of the Fees and paragraphs 11.3 and 11.4, HWU grants to you a non-exclusive, non-transferable licence to use the Materials for the sole purpose of participating in, and studying in respect of, the Seminars and the Online Sessions.
- 11.3 Subject to paragraph 11.4, you may not modify, copy, reproduce, re-publish, sub-license, sell, upload, broadcast, transmit, share, lend, hire, disseminate or distribute in any way the Materials without our prior written consent.
- 11.4 Students may print and download the Materials for their own private study only and not for commercial use.
- 11.5 Use of the Materials which is not provided for in paragraph 11.4 or otherwise expressly permitted by HWU will constitute an infringement of either HWU's intellectual property rights and/or that of HWU's licensors.
- 11.6 Any recording made available to you pursuant to paragraph 5.7 is for personal use only and must not be distributed by you to any other person, published in any form, commercially exploited or uploaded/linked to any social media channel. Misuse by you of any such recorded material will be deemed to be misconduct and/or an infringement of HWU's copyright and may lead to disciplinary or other action against you. No intellectual property rights in any such recording shall pass from HWU or the HWU learning partner (or the employees, contractors or tutors of HWU or the HWU learning partner) to you.

12. COMPLAINTS

If you have any complaints about the processes or procedures of HWU or the Seminars or the Online Sessions, you can raise these with us by contacting us at the address in paragraph 14.9. For further information, please see our Complaints Policy and Procedure at <https://www.hw.ac.uk/students/studies/complaints/complaints.htm>

13. YOUR RIGHTS AS A CONSUMER

Where you are a consumer, you have legal rights in relation to the Contract which are not affected by these Terms. Advice about your rights is available from your local Citizen's Advice Bureau.

14. GENERAL

14.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing or email if this happens and we will ensure that the transfer does not affect your rights under the Contract.

14.2 The Online Seminars may be run on our behalf by our learning partners who have been appointed by HWU to provide academic and administrative services to our students.

14.3 Seminars or Online Sessions which are purchased by you are non-transferrable.

14.4 If we make any changes to these Terms these will be published on our Website and we will take reasonable steps to bring these changes to your attention.

14.5 If we fail to insist that you perform any of your obligations under these Terms, or do not enforce our rights or delay in doing so, that will not mean that we have waived our rights or that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

14.6 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them or parts thereof are unlawful, the remaining paragraphs and (where applicable) the parts thereof will remain in full force and effect.

14.7 The Contract is between you and us only. Except where the Contract is transferred by us pursuant to paragraph 14.1, no other person shall have any rights to enforce it.

14.8 Our contact details are as follows:

Heriot-Watt University
Edinburgh
EH14 4AS
UK
Telephone: +44 (0)131 451 3090
Email: enquiries@ebs.hw.ac.uk

14.9 You confirm that you have read these Terms carefully before agreeing to be bound by them.

14.10 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and interpreted in accordance with the laws of Scotland.

14.11 Any dispute or claim will be subject to the exclusive jurisdiction of the Scottish courts. Notwithstanding the foregoing, if you are a Consumer then:

14.11.1 if you live in England you can bring legal proceedings in either the Scottish or English courts;

14.11.2 if you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the Scottish courts;

14.11.3 if you live in the European Union ("EU") or the European Free Trade Area ("EFTA") then you will only be able to raise a claim in the Scottish courts unless Scotland and/or the United Kingdom becomes a signatory to the Lugano Convention or otherwise which provides that, notwithstanding any jurisdiction provisions in an agreement with a

Consumer, Consumers in the EU and EFTA may raise claims in the state in which they live; and

- 14.11.4 If you live elsewhere or in all other circumstances then any dispute or claim will be subject to the exclusive jurisdiction of the Scottish courts.

Schedule 1

DEFINITIONS AND INTERPRETATION

1. In these Terms, the following terms have the meanings as set out below:

"Academic Regulations"		means the ordinances and regulations of HWU from time to time which can be viewed at http://www1.hw.ac.uk/ordinances/ ;
"Consumer"		has the meaning given to it in section 2 of the Consumer Rights Act 2015;
"Contract"		means the contract between you and us for the provision of the Seminars or Online Tuition Sessions (being made up of these Terms);
"Courses"		means the courses which constitute a Programme, and "Course" shall be construed accordingly;
"Event Control"	Outside Our	means any event or circumstance which is beyond our reasonable control;
"Fees"		means the fees payable by you in relation to your Seminar or Online Session, as set out on the Website;
"Handbook"		means the handbook in relation to a Course or your Programme including the arrangements for delivery of your Programme, which is updated from time to time and available on the Student Portal;
"HWU Group"		means HWU and any subsidiary (as defined in section 1159 of the Companies Act 2006) from time to time;
"Intensive Seminars"		means on-campus intensive seminars in respect of a Course, details of which are set out on the Website;
"Materials"		means the materials for a Course, Seminar or Online Session together with any modifications, updates and substitutions from time to time in any format;
"Online Sessions"	Revision	means the revision sessions for students who are enrolled on a distance learning Course comprising several live online tutor-led sessions in respect of a Course, on such dates and times as set out on the Website;
"Online Sessions"		means the Online Revision Sessions or the Online Tuition Sessions (as applicable); and "Online Session" shall be construed accordingly;
"Online Sessions"	Tuition	means the tuition sessions for students who are enrolled on a distance learning Course comprising several live online tutor-led sessions in respect of a Course, on such dates and times as set out on the Website;
"Policies"		means such rules, policies and procedures of HWU in force from time to time that are made available to you on the Student Portal or otherwise provided to you (including our Refund Policy, Privacy Notice, Disciplinary Policy and Complaints Policy and Procedure);

"Privacy Notice"	means the relevant privacy notice to be found at https://www.hw.ac.uk/services/information-governance/protect/privacy-and-your-data-rights.htm (as updated from time to time);
"Programme"	means the Edinburgh Business School programme of study which you are undertaking;
"Refund Policy"	means the applicable refund policy for Edinburgh Business School (as updated from time to time);
"Revision Seminars"	means the on-campus revision seminars in respect of a Course, details of which are set out on the Website;
"Seminars"	means the Intensive Seminars or the Revision Seminars (as applicable); and "Seminar" will be construed accordingly.
"Student Portal"	means the online portal which hosts, without limitation, the Materials.
"System Requirements"	means the system requirements and IT functionality set out at: https://www.hw.ac.uk/ebs/study/student-support.htm (as updated from time to time) and any successor website.
"Website"	means our website at https://www.hw.ac.uk/ (as updated from time to time) and any successor website.

2. When examples are given in these Terms by using words or phrases such as "including" or "for example" this will not restrict the meaning of the related general words
3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted.
4. A reference to a paragraph is to a paragraph of these Terms.
5. In the event of conflict between these Terms and the Website or the Handbook then these Terms shall prevail.

Version 1.3

Last updated: 22 March 2021

Schedule 2

Cancellation Form

Heriot-Watt University
Edinburgh
EH14 4AS
UK
Email: enquiries@ebs.hw.ac.uk.

I hereby give notice that I cancel my contract for studying on the Seminars or Online Sessions described below:

Order Number	Price	Description

Accepted on

Name of student

Address of student

Email address and telephone number of student

Signature of student (only if this form is notified on paper)

Date: