

**TERMS AND CONDITIONS FOR A DISTANCE  
LEARNING COURSE ON  
“THE BASICS OF PERSONAL CONSTRUCT  
PSYCHOLOGY AND ITS METHODS OF  
INQUIRY”**

**1. DEFINITIONS**

- 1.1 For the purposes of this document “**University**” shall mean The University of Hertfordshire Higher Education Corporation acting by the School of Psychology whose principal office is at: College Lane, Hatfield, Hertfordshire AL10 9AB United Kingdom; and
- 1.2 “**Student**” shall mean the person to receive tuition from the University under the Course; and
- 1.3 “**Party**” shall mean the University or the Student and “**Parties**” shall mean the University and the Student together; and
- 1.4 the “**Course**” shall mean the programme of learning titled “The Basics of Personal Construct Psychology and its Methods of Inquiry”;
- 1.5 the “**Course Literature**” shall mean additional information supplied by the University from time to time in connection with the Course including but not limited to: content of the Course, the learning objectives of the Course, the Course programme, the Course fees and the like; and
- 1.6 the “**Agreement**” shall mean the legally binding agreement between the Parties consisting of these terms and conditions.

**2. THE COURSE**

- 2.1 The Course is provided wholly by way of distance learning and is formed of parts as set out in the Course Literature. All the materials needed to undertake the Course are included under the Course fee.
- 2.2 The content and objectives of the Course are described in the Course Literature.
- 2.3 The University will provide tutors who are suitably qualified and experienced in the subject matter of the Course. The University will also ensure that the content of the Course is appropriate for the objectives specified.
- 2.4 It is the Student’s responsibility to ensure that the content and objectives of the Course are appropriate for his or her own requirements.
- 2.5 The University reserves the right to make reasonable changes to the Course programme without changing its general nature at any time whether or not a Student has already started the Course.

**3. FORMATION OF CONTRACT**

- 3.1 An application for a place on the Course must be made using the appropriate application form which must be signed by the prospective Student. By signing the application form the prospective Student confirms that he/she agreed to the Agreement on the terms and conditions on which the Course is offered as stated herein. Acceptance by the University of an application for a place on the Course shall be made in writing by the University on receipt of the completed application form. An application for a place on the Course will not be deemed to have been accepted by the University until it has accepted such application in writing. Students must also comply with the terms and conditions of payment described in section 4 hereof and Students should note that they become liable for

the full Course fee at the time their application is accepted by the University.

- 3.2 If the Course is fully subscribed, the University will so advise the applicant and the University may at its discretion offer the Student the opportunity of going onto a waiting list to take the Course on payment of a deposit. The number of places available on the Course at any particular time will be decided by the University in its absolute discretion.
- 3.3 The University reserves the right to refuse any application for a place on a Course.
- 3.4 A Student may not substitute someone else to take the Course in their stead.

**4. PAYMENT FOR THE COURSE**

- 4.1 The fee for the Course will be as stated in the Course Literature or such fee for the Course as is current at the time the application for a place on the Course, is received by the University.
- 4.2 All prices quoted by the University are exclusive of VAT. Where VAT is applicable it will be charged at the prevailing rate.
- 4.3 Concerning applications for Student places on the Course by organisations:  
Where a Course fee is being paid by an organisation, payment may be made either at the time when a written application is made or against a University invoice. In the latter case full payment must be received by the University within 30 days of the date on which the invoice was raised and in any event before the commencement of the Course.
- 4.4 Concerning applications for Student places on the Course by individuals:  
Full payment must be made prior to the commencement of the Course.
- 4.5 If payment is not made as set out in this clause 4, the University shall not admit the applicant(s) to the Course and relevant applications(s) shall be void.

**5. CANCELLATION**

The University reserves the right to cancel the Course, whether or not a Student has already started the Course, in the event of circumstances occurring which are beyond its control. If the University cancels the Course a full refund of any fees paid will be given. Save as provided by this paragraph no refund of Course fees paid will be made in any circumstances.

**6. COMPLETION OF THE COURSE**

- 6.1 Unless otherwise agreed in writing, a Student must complete the Course within the period of tuition set out in the Course Literature beginning on the date of dispatch of the first part of the Course materials to the Student. Upon completion of the Course a certificate of completion of the Course will be given to the Student by the University. The Course will be deemed to have been completed by the Student upon submission by him/her of the required Course work to a standard deemed satisfactory by the University in respect of all parts of the Course. After the said period of tuition any Course materials that have not already been sent to the Student will be sent to him/her but no further tuition will be provided to the Student and the Course will have become a reading only Course.
- 6.2 If a Student who has not completed the Course within the period prescribed in paragraph 6.1 hereof, wishes to receive tuition on those parts of the Course that he/she

has yet to complete, an additional fee as set out in the Course Literature will be payable prior to any such tuition being provided.

A Part of the Course will be deemed to be uncompleted if a Student has not submitted the required Course work for that part to a standard deemed satisfactory by the University. Upon payment of the appropriate additional fee, a Student will have a maximum of six months from the date of such payment to complete all uncompleted parts of the Course.

#### 7. INTELLECTUAL PROPERTY RIGHTS

All the Course materials and documents provided to the Student for the Course are provided solely for the personal use of the Student. The intellectual property rights in all such materials shall remain vested in the owners of such rights and their use in the Course shall not be taken to imply that they been transferred to the Student or to any other person. Such Course materials and documents shall not be copied, given, sold, assigned or otherwise transferred, either in whole or in part, to any third party without the express written consent of the owner of the relevant intellectual property rights in the said Course materials and documents.

#### 8. GENERAL RESPONSIBILITIES AND LIABILITIES

- 8.1 The University shall endeavour to deliver the Course and the Course materials and documents with reasonable care and skill in the manner expected of a professional teaching organisation. The maximum liability of the University under any of these terms and conditions shall be limited to the fees paid under clause 4 and clause 6 hereof. Under no circumstances (save as set out in clause 8.2) shall the University be liable for any economic or consequential loss (or loss of profit) pursuant to the Student taking the Course.
- 8.2 Other than liability in respect of death or personal injury arising from negligence, the University will accept no responsibility for any loss or damage to the Student or his/her property howsoever caused. All warranties or indemnities or conditions implied by law are excluded to the fullest extent permitted by the law.
- 8.3 The University shall not be liable or be deemed to be in breach of any contract by reason of any delay in performing, or any failure to perform, any of the University's obligations under these terms and conditions if the delay or failure was due to any cause beyond the University's reasonable control.
- 8.4 For those parts of the Course that require the Student to undertake practical work with another person or persons it shall be the sole responsibility of the Student to choose a suitable person or persons with whom it is safe and appropriate to do such work.

#### 9. UNIVERSITY REGULATIONS

The Student shall comply with the University's rules and regulations. Information concerning the University's rules and regulations is available on request.

#### 10. GENERAL

- 10.1 The headings in these terms and conditions are for ease of reference only; they do not affect their construction or interpretation.
- 10.2 Any notice required or permitted to be given by either Party to the other under these terms and conditions shall be in writing addressed to the Party at its registered office or principal place of business or such

other address as may at the relevant time have been notified pursuant to this provision to the Party giving the notice.

- 10.3 Neither Party may assign, transfer, charge or deal in any other manner with the Agreement or its rights under it or part of it, or purport to do any of the same, or sub-contract any or all of its obligations under this Agreement without the prior written consent of the other Party.
- 10.4 No variation or modification of the Agreement shall be effective unless agreed in writing and signed by a duly authorised representative of each Party to it.
- 10.5 The failure or delay of either Party to exercise or enforce any right or remedy under or in connection with the Agreement shall not operate as a waiver of such right or remedy or preclude the exercise or enforcement of it at any time or times thereafter.
- 10.6 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from the Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of the Agreement which shall remain in full force and effect.
- 10.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement and nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of the Agreement.
- 10.8 The Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into the Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in the Agreement.
- 10.9 The Agreement shall be governed by and construed in accordance with English law and each Party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of England and Wales as regards any claim or matter arising under or in connection with the Agreement.