



## School of Re-construction: Terms and Conditions

### Definitions

Any term used in these terms and conditions will have the same meaning as set out below:	
“we” “us” “our” “UoB” or “The School” means University of Brighton	“you” or “your” are references to the applicant
“Fees” means the fee payable on acceptance of an offer of a place on the SoR-c Summer School	
“FCRBE Partnership Agreement” means the partnership agreement signed by UoB and the Project partners to deliver the Project	
“Offer” means an invitation to enter into contractual relations with UoB, consisting of the written Conditional Offer sent to the named applicant setting out the details of the SoR-c Summer School and Fees payable	
“Course Information” means the information available on the <a href="#">SoR-c Summer School website</a>	
“Materials” means all documentation or information provided by UoB in relation to the Summer School, including but not limited to information provided on the <a href="#">Summer School webpage</a> the Summer School programme, offer letters, welcome pack, including an array of reclaimed elements sourced from local de-construction sites to use as part of the Summer School activities, additional information and others.	

<p><b>“Contract”</b> means the legally binding contract between us and you for the provision of the SoR-c Summer School in accordance with these terms and conditions, including the contents of the Offer Letter to you</p>
<p><b>“Intellectual Property”</b> means any materials created by us including but not limited to Materials provided to you by us in advance of or during the Summer School</p>
<p><b>“Project”</b> FCRBE North West Europe Interreg project ref: 739, Facilitating the circulation of reclaimed building elements in Northwestern Europe</p>
<p><b>“SoR-c”</b> means School of Re-construction. This is a project related Summer School hosted and run by the University of Brighton as part of the Project</p>
<p><b>“Summer School”</b> means the School of Re-construction Summer School 2020 hosted by the University of Brighton, and references to “Course” are also references to Summer School</p>
<p><b>“Fee”</b> means the total fee payable on receipt of an Offer of a Summer School place which covers tuition, materials, safety equipment, accommodation, daily coach travel to and from the summer school basebreakfast and lunch (note: dinner not included).</p>
<p><b>“writing”</b> or <b>“written”</b> means any form of written communication, including emails</p>

These terms and conditions apply to the enrolment of applicants on the School of Re-Construction Summer School 2020 hosted by the University of Brighton and can be found on [Summer School webpage](#). Both parties are bound by these terms and conditions upon acceptance by us of an application for such enrolment.

The University of Brighton is in receipt of Interreg North-West Europe FCRBE funding to host the SoR-c Summer School as part of the above defined funded Project. The Project is governed by a Partnership Agreement defining terms and conditions under which the project partners implement the Project. UoB intend these Summer School conditions to be compliant with those of the Partnership Agreement.

## 1 Agreement with UoB

The purpose of these terms and conditions is to set out the basis for your relationship with UoB when you apply for the SoR-c Summer School.

Your agreement with UoB is made up of these terms and conditions, your Offer, the Course Information and full payment of the Fees as set out in section 3.

Please read these terms and conditions carefully before you submit your application to us.

These tell you who we are, how we will provide the Summer School to you, how you and we may change or end the agreement, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms and conditions, please contact us to discuss.

The University of Brighton is a Higher education Corporation established under the 1988 Education Reform Act and an exempt charity. Our principal address is Mithras House, Moulsecomb, Lewes Road, Brighton, BN2 4AT

You can contact us by writing to us by email at [School-of-Re-construction@brighton.ac.uk](mailto:School-of-Re-construction@brighton.ac.uk)

If we have to contact you during the admissions process we will do so by writing to you at the email address you provided to us in your application.

Your application form will be a request by you to be considered to attend the Summer School in accordance with these terms and conditions.

Our acceptance of your enrolment will take place when we email you to confirm that we have received full payment of the Fee as set out in section 3 below, at which point a contract will come into existence between you and us. If we do not select your application, we will inform you by writing to you at the email address you provided to us in your application.

## 2 Admissions & Eligibility Criteria

Applications to be considered for a place on the SoR-c Summer School must be made following a two step process; Step 1 is an online application, while Step 2 involves writing a motivation statement and citing three artistic references on a single pdf following the guidance on the [Summer School webpage](#) . The latter must be sent to [School-of-Re-construction@brighton.ac.uk](mailto:School-of-Re-construction@brighton.ac.uk) Your application will not be considered if one of the two submissions is missing. We reserve the right to send you a reminder to complete the other step should we only receive one submission from you within a week of the deadline (24th March 2020).

Admission decisions are made by UoB at its sole discretion, in accordance with the following Summer School admissions criteria:

- Students must be over 18 years old at the time of the Summer School on 16 August 2020.
- Students must be undergraduate or postgraduate students in 2020.
- Students must be registered within a School of design, architecture, construction or engineering (or related area)
- Must be able to provide evidence of registration or offer of a place in the year 2020 at a recognised university confirming the above requirements. This evidence (transcript/certificate/offer) must be shown on the first day of the Summer School.
- Quality of your narrative application,
- Fluency in English – Confirmation of proficiency in the online application and our assessment of your fluency in English, based on the narrative section of your application.

Admission to the Summer School is based on whether you meet the eligibility criteria and the quality of your application.

If we are unable to accept your application, for example because you do not meet the eligibility criteria or you are not selected due to the quality of your application and the limited number of spaces available, we will inform you by writing to you at the email address you provided to us in your application. We will inform you if your application is not successful in the first instance but if we think your application is of sufficient quality we will place you on a waiting list if the number of places are over-subscribed. We will only contact you if one of those offered a place is unable to accept or drops out for any reason. If we accept your application, you will be written to and requested to pay the Fee in order to enrol on the Summer Schools, for which see section 3 below.

**The School reserves the right to accept late applications at its discretion.**

All questions on the application form are to be answered truthfully and all attachments need to reflect the truth. You confirm this upon submitting your application form. **If you have provided us with information which is later found to be untruthful, the School reserves the right to reject your application or withdraw the acceptance of such an application at any time.** No refund of Fees will be granted in such cases and no costs, including but not limited to travel arrangements, will be reimbursed as further detailed in Clause 11 – Limitation of Liability, below.

All our admission decisions are final, but you do have a right to complain, details of how to make a complaint are set out in section 13 below.

## 3 Fees

The Fee for the SoR-c Summer School is £150. This must be paid through the UoB's online store. You will be sent a direct link to the online store specific to the SoR-c Summer School, when you are made an Offer of a place.

Payment must be made by 31 May 2020.

Payment Timetable:

**If full payment of the Fee has not been received by the School by the 31 May 2020 (or within two weeks which ever is the later at the time of us sending you the Offer) then we may withdraw our offer by emailing you in writing.**

We are only able to accept payments through our online store or by bank transfer. If you are unable to pay online please contact us and we will send you the bank details to enable you to send transfer the funds.

**All payments of Fees must be made in pounds sterling.** Any currency conversion costs or other charges incurred in connection with the payment of Fees are to be paid in addition to the Fees. No deduction from the Fees for such costs or charges may be made.

## 4 Cancellations and Non-attendance

### 4.1 Cancellation by the School

We may cancel the Summer School if:

1. there are not enough applicants enrolled and it is not commercially viable for us to run the course. The minimum number of applicants required for us to run a Summer School is currently fifty (50); or
2. the Summer School's teaching staff fall ill or for other reasons outside our control they are unavailable to teach, and no suitable alternative(s) is / are available; or

3. an event which is outside our reasonable control, such as a fire or a flood, means that we have to cancel the Summer School.

We will notify you about cancellations or postponements as soon as possible and by 4th July at the latest.

If we cancel the Summer School we will refund the Fee paid by you in full or, if the Summer School is postponed and a new date is secured and you wish to attend the new date, we will hold your Fee and place on the Summer School and re-book your place on the re-arranged Summer School without addition Fee charged to you, whichever option you choose.

## 4.2 Cancellation by the Applicant

You have the right to cancel your enrolment with us for any reason (including if you change your mind) within a fourteen (14) day Cancellation Period. You do not have to give us any reason for cancelling the contract. The Cancellation Period will expire after 14 days from the day of the conclusion of the contract. In other words, you will have 14 days to cancel your enrollment, starting from the day after the day we email you to confirm that we accept your registration and that we have received payment in full of your Fee.

To cancel your enrolment, you must clearly inform us of your decision to cancel before the relevant Cancellation Period has expired. You may do this by telephone or via email to [School-of-Re-construction@brighton.ac.uk](mailto:School-of-Re-construction@brighton.ac.uk). You may use the model cancellation form at Annex A of these terms and conditions to notify us of your decision to cancel by email, but you do not have to.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired. We do not have to have received it before the expiry of the Cancellation Period. Where the Cancellation Period would normally end on a day which is a Saturday, Sunday or a public holiday, the Cancellation Period will be extended so that it ends on our next working day.

### 4.2.1 Effects of Cancellation during the 14 day period

If you cancel your contract within the 14 day Cancellation Period, we will reimburse the Fee received from you as soon as possible minus a 20% administration charge.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly asked us and we have agreed otherwise; in any event, you will not incur any additional fees as a result of the reimbursement.

### 4.2.2 If you wish to cancel after expiry of the 14 day period

If you wish to cancel your registration on the Summer School after the Cancellation Period has expired the following applies

- For such cancellations received by the School up to 6 weeks prior to the start of Summer School session, 80% of the Fees paid will be refunded, and 20% retained (£30) for administrative and bank fees.

- For cancellations received after 4 July 2020 no refund will be made. This is due to the short notice to reassign the summer school-place and requirement to pre-pay for accommodation.

UoB reserves the right to provide you with a refund of 80% of the Fee under serious, unforeseen circumstances, including but not limited to serious illness or bereavement. The decision to refund of 80% of the Fee under such circumstances is at UoB's full discretion.

Refunds will be available, in accordance with this clause 4.2, to those who are unsuccessful in obtaining a UK Standard Visitor visa should their nationality require. This will not be available after the 4th July 2020. As outlined in the Visa Section it is your responsibility to obtain the appropriate visa prior to this deadline.

## 5 Course material and services and limitations on our liability

Payment of the Fees in accordance with these terms and conditions entitles you to the services announced on the [Summer School webpage](#) in relation to the Summer School and in the Summer School advertisement, and to access all parts of the Summer School you are enrolled on, as well as the available School facilities necessary to attend the Summer School. **Unless indicated otherwise, the Fees do not include any other services, including but not limited to, travel to the Summer School, evening subsistence during Summer School (17-21 August), insurance including health insurance or services or other costs that might arise prior to or during the Summer School.** UoB does not provide insurances to students, including travel, health or personal injury insurances.

Every effort is made to ensure that all information relating to the Summer School is correct at the time of going online or to print and UoB will seek to deliver the Summer School in accordance with the description set out on the [Summer School webpage](#).

There may be situations in which it is desirable or necessary for UoB to make changes in Summer School provision, either before or after enrolment, for example to incorporate new scientific findings into the course materials or to enhance the quality of teaching and learning. UoB therefore reserves the right to:

- Make reasonable changes to the timetable, location or academic/professional staff specified for the Summer School;
- Make reasonable changes to the content and syllabus of the Summer School when necessary.
- Use selected third party providers when delivering the Summer School off campus

We will make every effort to provide the Summer School as described, but in the event that we have to make changes to the Summer School content, venue or any other significant change, we will let you know as soon as possible. If you are significantly and adversely affected by these changes and do not want to continue with the Summer School as a result of

these changes then you will have the right to cancel your registration on the Summer School and we will provide a full refund of the Fee.

The views expressed and information provided by faculty members and all Materials provided to you during the Summer School are intended solely for the purpose of providing you with the services outlined above. They are not intended as advice to be relied on in other contexts, for example in connection with a business that you are running or are intending to run. **The School does not accept any liability if you do rely on such views, information or Materials for purposes other than the Summer School.**

## 6 Intellectual Property and Use of the UoB brand

All Materials provided by UoB in relation to the Summer School (and any intellectual property rights in the same) are and remain the property of UoB or, in case of materials belonging to third parties, of the relevant third party. UoB will obtain the necessary allowances and licences for materials used that are not the property of UoB.

Any use of any such materials and documentation that is not for the purpose of the Summer School requires the prior written approval by UoB in the form of an agreement.

Students must not use any such Materials provided by UoB for any other purposes than the ones set out in these terms and conditions. In particular but without limitation, use is not permitted for (i) any commercial purposes; (ii) as an official view or opinion of UoB; (iii) presenting as if it were yours own intellectual property; (iv) for dissemination of any parts of the UoB Summer School without UoB' agreement, in particular on social media. Ownership of any intellectual property rights in anything created by you during the Summer School, including anything created using the Materials, will belong to UoB and you hereby assign your rights and interest in all such intellectual property rights to UOB. This is to enable UoB to comply with the intellectual property rights conditions of the Partnership Agreement which requires all intellectual property created with the support of Interreg FCRBE funding to be owned by the Partnership Agreement partners.

Use of the UoB/SoR-c/FCRBE or NWE Interreg brands, name and/or logo is not permitted without prior written agreement of UoB, and the referenced partners or funder in the form of an agreement.

## 7 Student behaviour and discipline

Our Student Charter has been co-created by staff, students and students' union to realise the potential of our learning community. It sets out what we should all anticipate from our partnership in terms of expectations and commitments from students, the university, and the Student's Union. As a participant of the Summer School you are expected to conduct yourself in accordance with it.

### [Student Charter](#)

It is a condition of your agreement with us that you also agree to comply with our applicable rules, policies and regulations shown below plus any rules, policies and regulations which



may be included in your Welcome Pack. Those most likely to be relevant to Summer School Students are:

[Library and Computer Room Code of Conduct](#)

[UoB IT Regulations](#)

University of Sussex Accommodation Terms and Conditions, these will be included in the Welcome Pack.

[Fire Safety Policy](#)

[Health and Safety Policy](#)

If you fail to follow these, or behave in a threatening or aggressive manner, or in a way that adversely affects other students, the School's employees or contractors, or bring the School into disrepute through your actions, or fail to comply with the requirements of Section 12 in relation to any accommodation provided to you under that section, you may be subject to the [School's Student Disciplinary Procedure](#) and we reserve the right to remove you from the Summer School or exclude you from the School's premises and/or, where appropriate, any accommodation provided to you under section 12. **In such cases, the Fees will not be refunded.**

## 8 Summer School language

The Summer School will be conducted in English.

If your first language is not English, you are required to be proficient in written and spoken English and be able to participate in group discussions and presentations in English. We do not accept liability for any inconvenience or failure to attend if you lack the required English language proficiency. We will assess your narrative application for English proficiency.

## 9 Visas: your responsibilities

If you do not have an EU/UK passport you must either hold a UK valid visa or obtain a Visa to stay in the UK for the duration of the summer school. You are responsible for obtaining the required visa that enables your participation in the Summer School and the rejection of a visa application by the British authorities does not affect the application of these terms and conditions including section 3 (payment of the Fees). We recommend that all applicants from outside the European Union check [UKVI requirements](#).

In no circumstances will we issue documentation to support a visa application before receiving payment in full in cleared funds of the Fees from you. The cancellation and refund provisions in section 4 apply irrespective of whether cancellation is due to a failure to satisfy visa requirements in good time before the Summer School start date or other similar reason, such as failure to apply for a visa in appropriate time or delay with the visa process.



## 10 Limitation of Liability

Nothing in these terms and conditions will limit or exclude the liability of UoB for:

1. Death or personal injury arising from our own negligence, or
2. Fraud or fraudulent misrepresentation, or
3. In respect of a liability not lawfully excluded or restricted, including your right to require repeat performance or a price reduction under the Consumer Rights Act 2015.

Otherwise, our liability to you with respect to the provision of the Summer School, the cancellation, postponement, or amendment of the Summer School, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions, **is limited to the amount of Fees received from or on behalf of you in respect of the Summer School.**

Further, our liability to you with respect to the provision of the Summer School, the cancellation, postponement, any negligence, any breach of these terms and conditions, or arising in any other way out of or in connection with the subject-matter of these terms and conditions, will not extend to (i) any indirect losses or damages, or to any loss of profits or loss of business, whether direct or indirect, even if we have been advised of the possibility of those losses or if they were within our contemplation; or (ii) any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

### **Liability in respect of personal property and vehicles; you are responsible for arranging insurance**

We do not accept any responsibility or liability in respect of any damage to or loss of any goods, vehicles or property of any kind brought onto or left at UoB's premises or any third party premises where the Summer School may be conducted, whether by you or any other person and it is your responsibility to take good care of your personal belongings. Any goods deposited with us are deposited at your own risk and without any obligation on us. We recommend taking out insurance, as we do not provide any insurance cover to you.

## 11 How we may use your personal information

The School will use your personal information in accordance with the :  
Privacy Policy for SoR-c which is available on the [Summer School webpage](#)

If you have secured a place in accommodation organised by UoB and that is provided by a third party, then UoB will share your personal data with that third party and in accepting this agreement you consent to UoB sharing your personal data in this way. You may be given further information about the processing of your personal data when you

use specific services and facilities offered by UoB.

## 12 Accommodation

Your accommodation for the duration of the Summer School will be at Lullington Halls, Falmer Campus University of Sussex.

UoB have contracted with University of Sussex to provide this accommodation but you will be liable and must indemnify UoB in respect of any damage, theft or loss caused to University of Sussex property and its contents (howsoever caused) by you.

Neither the University of Brighton nor the University of Sussex accepts liability for loss or damage to any object, equipment, furniture or other property of any sort brought onto University of Sussex premises unless such loss or damage is caused by the University of Brighton's or the University of Sussex's negligence. All such property will remain under your care and control and is brought entirely at your own risk.

Whilst on the premises of the University of Sussex you will be subject to, and must abide by, all the rules and regulations of the University of Sussex. UoB will provide these to you in your welcome pack which will be emailed to you prior to the Summer School. A UoB representative will provide a general orientation, including information on health and safety immediately upon arrival.

## 12 Complaints

If there is a problem with the enrolment process, or if you have any questions or complaints about the services, please contact us. You can contact us by email at [School-of-Re-construction@brighton.ac.uk](mailto:School-of-Re-construction@brighton.ac.uk)

## 13 Governing Law

These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales and you irrevocably submit to the exclusive jurisdiction of the English courts.

## 14 Other important terms

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

If a court finds part of this agreement illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Summer School, we can still require you to make the payment at a later date.

By submitting your application form, you agree that we may share this information, including your contact details, with the department or faculty providing the Summer School, and the designated tutor(s) for the Summer School and that you may be contacted by the department, faculty or designated tutor in connection with the Summer School.

## Annex A

### Model cancellation form

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To:  
UoB, University of Brighton

Phone: 0044 1273 642915

I hereby give notice that I cancel my contract for the supply of the following services:

[School of Re-Construction

Summer School]

Ordered on:

Name of Applicant:

Email and address of Applicant:

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

Date

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