

# IMPERIAL

## Terms and Conditions applicable to the Imperial College Revolutions in Biomedicine Summer School

### 1. Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Application	Your application for a place on the Course as submitted on-line via the link at <a href="https://imperialuk.elluciancrmrecruit.com/Apply/Account/Login">https://imperialuk.elluciancrmrecruit.com/Apply/Account/Login</a>
Course	Imperial College's Revolutions in Biomedicine Summer School in respect of which you have submitted an Application
Event outside our Control	Is defined in Clause 8
Confirmed Place	Your place on the Course in respect of which you have received a confirmation of booking from Us
Imperial College (or Us)	Imperial College of Science, Technology of Medicine of Exhibition Road, London SW7 2AZ, UK
Offer	Our offer to you of a place on the Course which will be confirmed only when you have accepted the Offer and paid the Tuition Fee within the deadlines we have given.
Terms	The terms and conditions set out in this document
Tuition Fee	The tuition fee for the Course only, payment of which will be one of the conditions for receiving a Confirmed Place

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

### 2. Our Contract with you

2.1 These are the terms and conditions on which Imperial College shall deliver the Course to you. The Terms do not relate to any accommodation or social activities which you might arrange with Imperial College in relation to the Course; any such accommodation or social activities will be subject to separate terms and conditions.

2.2 Please ensure that you read carefully these Terms, and check that the details on the Application are complete and accurate, before you submit the Application.

2.3 You acknowledge that you are also subject to Imperial College's Short Course Regulations (<https://www.imperial.ac.uk/about/governance/academic->

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[governance/regulations/2021-22-regulations-short-courses/](#)). In the event of any conflict between Imperial College's Short Course Regulations and these Terms, Imperial College's Short Course Regulations shall prevail.

2.4 After submitting an Application, you will receive an email from Us acknowledging receipt of your Application and (either at the same time or separately) confirming whether you have an Offer or we have rejected your Application.

2.5 If We make you an Offer, this will contain a link enabling you to make online payment of the Tuition Fee via credit or debit card. You should pay the Tuition Fee online within fourteen days of receiving the Offer (the Offer is deemed to have been received by you on the day it is sent). In exceptional circumstances it may be possible to pay the Tuition Fee via invoice. Please contact Us as soon as possible if you would like to explore this option; payment via invoice should reach us within fourteen days of receiving the Offer.

2.6 Receipt of an Offer does not in itself indicate the existence of a contract between you and Imperial College.

2.7 The contract between you and Imperial College shall only come into being when you have paid the Tuition Fee within the relevant deadline set out in clause 2.5 above. If you do not, your Offer will lapse.

2.8 The contract shall be deemed terminated at the end of the Course, unless your Confirmed Place is cancelled under Clauses 4 or 5 in which case the contract shall be deemed terminated at that point.

## 3. Tuition Fee and Payment

3.1 All payments must be made in GB Pounds Sterling. Any currency conversion costs or other charges incurred in making the payment shall be borne by you, and shall not be deductible from the Tuition Fee due to Imperial College.

## 4. Your Rights to cancel and Applicable Refund

4.1 Your right to cancel within fourteen days: You have the right to cancel your Confirmed Place for no reason within fourteen days of the day you received notification of a Confirmed Place, provided that We receive your cancellation before the start of the Course.

4.2 Your general right to cancel: You have the right to cancel your Confirmed Place at any time if We are affected by an Event Outside Our Control or if We change these Terms under Clause 9 to your material disadvantage.

4.3 Applicable Refund: Other than in cases where clauses 4.1 or 4.2 apply, you will not qualify for a refund of all or any part of the Tuition Fee unless there is evidence of exceptional mitigating circumstances. Any refund will be at the sole discretion of Imperial College.

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4.4 To cancel your Confirmed Place please inform us in writing, by emailing the Course Administrator whose contact details are: [fomsummerschool@imperial.ac.uk](mailto:fomsummerschool@imperial.ac.uk)

4.5 In the event of a cancellation under clauses 4.1 or 4.3 (or in the case of any partial refunds made on the basis of block bookings or scholarships), any currency conversion costs or other charges incurred in making the partial or full refunds of the tuition shall be borne by you and shall be deducted from the refund.

4.6 You shall comply with all United Kingdom entry and visa requirements and for obtaining the necessary documents to enable your participation in the Course.

## 5. Our Rights to cancel and Applicable Refund

5.1 We reserve the right to cancel the Course (and therefore your Confirmed Place):

(a) due to an Event Outside Our Control; or

(b) if the Course fails to meet the minimum recruitment level in which case we will notify you of the cancellation at least 4 weeks preceding the commencement of the Course.

5.2 If We have to cancel a Course under Clause 5.1 and you have a Confirmed Course Place, We will refund the Tuition Fee to you. We will not accept liability for any costs or losses incurred by you which are claimed to have arisen through cancellation of the Course and you are strongly advised to take out insurance against cancellation of the Course if your travel costs are likely to be substantial.

5.3 Where We have already started a Course by the time We have to cancel under Clause 5.1(a), We will refund you a pro-rata amount of the Tuition Fee.

5.4 We may cancel this contract at any time with immediate effect by giving you written notice if you breach the contract in any material way and you do not correct or fix the situation within the deadline we give you for doing so.

## 6. Academic Credit, Attendance and Conduct

6.1 To successfully pass the Course you must achieve an aggregate score of 40% or more across all summative assessments and have attended over 80% of the Course.

6.2 On successful completion of the course, Imperial College will award you 7.5 ECTS at first cycle/Level 6 FHEQ. The institution with whom you are enrolled will determine whether this credit should count towards any programme they administer.

6.3 You shall conduct yourself appropriately at all times during delivery of the Course, and in particular in accordance with Imperial College's Regulations for Short Courses. We reserve the right to exclude you from the Course or take such other action as We deem

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appropriate if you behave in what We deem to be an unacceptable manner. In such case you will not be entitled to a refund of all or any part of the Tuition Fee.

## 7. Liability and Insurance

7.1 The liability of Imperial College in connection with the Course, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, will, in all circumstances, be limited (except in cases of liability for death or personal injury caused by Imperial College's negligence, fraud or fraudulent misrepresentation and any other liability which, by law, cannot be limited) to the amount of the Tuition Fee paid by you.

7.2 Imperial College shall not be in breach of this agreement nor liable in the event that it has to postpone or cancel the Course as a result of Events outside its Control.

7.3 Imperial College does not provide insurance for its students. Consequently, Imperial College recommends that you investigate personal insurance coverage, particularly in respect of your personal possessions and medical expenses. The following link may assist you in understanding medical services in London:

<http://www.nhs.uk/NHSEngland/AboutNHSservices/uk-visitors/Pages/accessing-nhs-services.aspx>

7.4 You will be responsible for any damage you cause (including but not limited to furniture, fixtures, fittings and equipment).

7.5 You will indemnify Imperial College against all claims, losses, damages, actions, proceedings and costs in respect of accident, loss and damage, including personal injuries, however caused, in any part of the building in which the Course is taking place or on campus, and for any items you might bring into such building.

## 8. Events outside our Control

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any or any part, of Our obligations under these Terms that is caused by an Event Outside Our Control.

8.2 An Event Outside Our Control means any act or event beyond Our Reasonable control, including without limitation, strikes, riot, invasion, terrorist attack or threat, war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunication networks.

## 9. Changes to the Terms

9.1 We may revise these Terms, from time to time, where such variation is necessary in order to comply with relevant laws and regulatory requirements.

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9.2 If we have to revise these Terms under Clause 9.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel your Place accordance with clause 4.2.

9.3 All reasonable efforts will be made to deliver the Course as outlined in the Course Specification and on the website, however Imperial College reserves the right to make reasonable changes to content listed in respect of the Course, including but not limited to the course structure, content, academic or other staff delivering, organising or assessing the Course, and the keynote speakers.

## 10. Visual and/or Audio Recordings

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10.1 Unauthorised visual and/or audio recordings of lectures and other learning and teaching activities by students participating in the Course are prohibited and may be destroyed.

## 11. How We may use your Personal Information

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11.1 We will use the personal information you provide to Us

- (a) for standard administrative processes. More information about these administrative purposes can be found on the following Our webpage: <https://www.imperial.ac.uk/admin-services/secretariat/information-governance/data-protection/internal-guidance/guide-10---use-of-data-for-college-purposes/>.
- (b) to process your Tuition Fee payment; and
- (c) to inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

11.2 Any processing of personal data by Us will be made in accordance with the principles laid down in the Data Protection Act 1998 and related legislation, and with Our Data Protection Policy. Sensitive personal data as defined under the Data Protection Act 1998 will only be processed by Us with your consent or if the processing is necessary under the Act. Further information on Data Protection is available on Our webpage at: <https://www.imperial.ac.uk/admin-services/secretariat/information-governance/data-protection/>.

11.3 Under the Data Protection Act 1998 you have a right to access a copy of the data held about you by Us by making a written application to The Data Protection Officer, Level 4 Faculty Building, Imperial College London, South Kensington, London, SW7 2AZ, UK. Further information about how to go about submitting such an application, as well

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as Our Data Protection Policy and related Codes of Practice and Guidance, can be accessed on Our webpages at: <https://www.imperial.ac.uk/admin-services/secretariat/information-governance/data-protection/our-policy/>.

11.4 Our registration with the Information Commissioner's Office can be found at: <https://ico.org.uk/ESDWebPages/Entry/Z5940050>.

## 12. Intellectual Property

12.1 All intellectual property rights in works or materials provided by Imperial College to you as part of the Course (“the Materials”) shall remain the property of Imperial College or its licensors as appropriate. You are only permitted to use such Materials for your own personal use and are not permitted to copy, circulate or make them available to anyone without our consent.

## 13. Governing Law and Dispute Resolution

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13.1 This agreement 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) shall be governed by and construed in accordance with the laws of England and Wales.

13.2 You and Imperial College irrevocably agree, for the sole benefit of Imperial College, that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of Imperial College to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## 14. Feedback and Complaints

14.1 All students participating in the Course are expected to complete formal feedback about their experiences upon completion of the Course.

14.2 If you have any complaint, please contact Us. You can contact Us by emailing the Summer School Administrator or Summer School Academic Director using [fomsummerschool@imperial.ac.uk](mailto:fomsummerschool@imperial.ac.uk).

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