



THE AGA KHAN UNIVERSITY

(International) in the United Kingdom

Institute for the Study of Muslim Civilisations

Terms and Conditions: AKU-ISMC short courses

1. Definitions

- 1.1 “Confidential Information” means information provided by Us to You in written, graphic, recorded, machine readable or other form including but not limited to the Course Materials.
- 1.2 “Contract” means a purchasing of a Course on Eventbrite’s website and an agreement to these Terms and Conditions
- 1.3 “Course” means the Online Course that will be available to be purchased through Eventbrite’s website and details of which will be on the Course Homepage.
- 1.4 “Course Homepage” means <https://www.aku.edu/ismc/study/Pages/short-courses.aspx>.
- 1.5 “Course Fees” means the fees payable in respect of the Course as set out in the Course Outline available on the Course Homepage and on Eventbrite’s website.
- 1.6 “Course Material” means any material provided by Us to You that is required for participation or understanding content such as assigned readings, video recordings, exams, and any other material needed for learning in electronic form.
- 1.7 “Course Outline” means the key information about the Course available on the Course Homepage. It contains important information such as course description, course schedule, learning outcomes, learning tasks, prescribed texts and recommended readings, and your responsibilities as a Participant.
- 1.8 “Duration of the Course” means the length of the Course as identified on Eventbrite’s website and Course Homepage.
- 1.9 “Eventbrite’s website” means <https://www.eventbrite.co.uk/>.
- 1.10 “Intellectual Property Rights” means copyright, rights in or relating to databases, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.
- 1.11 “Online Course” means the delivery by Us of an online course pursuant to which you learn course materials remotely.
- 1.12 “Terms and Conditions” means these terms and conditions which are also available on the Course Homepage.
- 1.13 “Participant” means the person purchasing and attending the Course.
- 1.14 “We” or “Us” or “Our” means The Aga Khan University (International) in the United Kingdom (UK) incorporated in England as a company limited by guarantee number 4448389 and Registered Charity Number 1179136 having its registered office at Aga Khan Centre, 10 Handyside Street, London N1C 4DN.
- 1.15 “You” or “Your” means the Participant.

1.16 “GBP” refers to the currency of the United Kingdom, Great British Pound Sterling.

2. Contract

2.1 The purchasing of a Course through Eventbrite’s website constitutes Your intention to subscribe to the Course in accordance with these Terms and Conditions. By purchasing a Course, you confirm that you are over 18 years of age and You agree to these Terms and Conditions.

2.2 Any descriptive matter or advertising issued by Us and any descriptions or illustrations contained on Our Course Homepage, catalogues or brochures are for promotional purposes only and is to be used for reference only.

2.3 A description of the Course together with the Duration of the Course will be available on Our Course Homepage.

2.4 We will provide the Course with reasonable care and skill in accordance with the Course Outline set out on the Course Homepage.

2.5 We reserve the right to vary or withdraw any of the Course(s) described on our Course Homepage without notice.

2.6 We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of the Course(s).

3. Registration

3.1 There are no admission requirements.

3.2 All Participants must register for the Course through Eventbrite’s website.

3.3 Registration is on a space-available basis.

3.4 Registration generally closes several weeks before the Course begins, unless we reach capacity earlier.

4. Course fees

4.1 All Course Fee will be paid by purchasing a ticket on Eventbrite’s website through their online system.

4.2 The total Course Fee amounts is specified on Eventbrite.

4.3 In the event that You are seeking to pay the reduced student rate, You will have to provide proof of Your student status by emailing edward.grassby@aku.edu a picture of your student ID. This ID may be rejected.

4.4 Fees for the Course selected by you on Eventbrite’s website shall be debited from your credit/ debit card at the time of purchase. Fees must be paid in full prior to You accessing any Online Course.

4.5 Any fees charged by your debit or credit card provider in connection with your purchase of the Course will be from your own account and We shall not be responsible for these.

4.6 You shall be responsible for all costs you incur in connection with your access onto any Online Course, which includes and not limited to transport cost and internet connection.

5. Cancellation

5.1 Save any rights You may have at any time prior to the start of the Course, You must give notice in writing to cancel your attendance to the Course. You may receive a full refund of the Course Fees provided that the notice is given four-weeks prior to the start of the Course.

5.2 In the event that cancellations are made by You on or after the four-week period of 28 days, You will receive a refund less an administrative cost £15.00.

5.3 If you have purchased an Online Course and have already accessed, downloaded all or part of the Online Course and/or started to use that Online Course then you shall not receive any refund for cancelling your Course.

5.4 In the event that We have to cancel the Course due to very low enrolment or last-minute unforeseen circumstances, you will be contacted promptly and You may receive a full refund of your Course Fee.

5.5 Refunds will only include Course Fees. Any additional costs that are not included in the Course Outline such as bank charges will not be considered in the refund.

7. Copyright and Intellectual Property Rights

7.1 You shall keep Our Confidential Information strictly confidential and not use it otherwise than for the purposes of these Terms and Conditions, and shall return it on demand and not retain copies of it.

7.2 You may use the Course Materials for the Duration of the Course for the purposes of the Course only or as otherwise specified by Us.

7.3 Work prepared and submitted for assessment by You is assigned to and vested in Us, except where specifically agreed otherwise in writing. However, permission to publish will not be unreasonably withheld.

7.4 All Intellectual Property Rights in the Course Materials and Online Course remain the intellectual property of Us or its licensors, whether adapted, written for or customised for You or not.

7.5 We hold the sole and exclusive rights of copyright and other intellectual property in relation to Course Materials and We reserve the right to alter the Course Materials, if required.

7.6 You will not copy or permit to be copied any of the Course Materials, nor disclose or permit the disclosure, sell or otherwise pass on those Course Materials to others, unless agreed otherwise in writing by Us.

7.7 You are not authorised to:

(i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission;

(ii) record on video or audio tape, relay by videophone or other means the Online Course is given;

(iii) use the Course Materials in the provision of any other course or training whether given by Us or any third party trainer;

(iv) remove any copyright or other notice of Us on the Course Materials;

- (v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses.
- 7.8 Breach by you of this clause 8.7 shall allow us to immediately terminate this Contract with You and cease to provide you with any services, including but not limited to access to the Online Courses.
- 7.9 In consideration of the Course Fees paid by You, we grant to you a limited, non-transferable, non-exclusive licence to use the Course Materials and the software in respect of the Online Course for the sole purpose of completing the Online Course.
- 7.10 We accept no liability if You are unable to attend the Course due to adverse weather conditions, ill-health, poor IT connectivity, weak broadband, any travel disruption or any reason not attributable to Us.
- 7.11 This clause shall continue notwithstanding termination of these Terms and Conditions.

5. Your obligations

5.1 You agree to:

- 5.1.1 pay Course Fees in advance as stated on the Course Homepage.
- 5.1.2 ensure that you meet any language or qualification requirements applicable to the Course, as set out in the Course Outline.
- 5.1.3 ensure that you familiarise yourself with Our policies applicable to the provision of the Course, including academic policies as well as policies relating to health and safety, privacy policy and Code of Conduct. You can access these policies or by contacting ISMCMarketing@aku.edu.
- 5.1.4 where applicable, provide evidence of your student status. We may make and keep copies of these documents.

6. Termination

- 6.1 We shall be entitled to terminate these terms and conditions and cease to provide You with the Course with immediate effect in the event that You:
- 6.1.1 fail to pay when due your Fees;
- 6.1.2 cheat or plagiarise any work which you are required to prepare or submit in connection with the Course or during any examination taken in connection with the Course;
- 6.1.3 are in breach of these terms and conditions.
- 6.2 On termination 8 (confidentiality and intellectual property rights) and clause 14 (liability) shall continue notwithstanding such termination.

7 Data protection

- 7.1 All personal information (Personal Data) provided by You to Us will be used and held in accordance with Our Privacy Policy at <https://www.aku.edu/ismc/about/Pages/data-usage.aspx>.
- 7.1.1 We use your Personal Data for registration purposes and to undertake research or to plan or improve our services. It is necessary to keep your Personal Data up to date and notify us of any changes or errors. You must give prompt notice of a

change of name, the country where you are resident of or any of your contact details.

- 7.1.2 We endeavour to take all reasonable steps to protect Your Personal Data but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold Us responsible for any breach of security.
- 7.2 By purchasing the Course through Eventbrite's website, You are also bound by the Eventbrite Legal Terms, which includes its Terms of Service and Privacy Policy which can be found online: <https://www.eventbrite.com/1/LegalTerms/>
- 7.3 We negate any responsibility and liability that may arise between You and Eventbrite. Any disagreements You may have with Eventbrite should be settled between You and Eventbrite.
- 7.4 We are not responsible for the data policies, the procedures or the content of Eventbrite.

8. Special circumstances

- 8.1 If, in our reasonable opinion, your presence is an impediment to the provision of any of Our services or brings Us into disrepute, as determined by Us, We may exclude You from all or part of the Course. In these circumstances we will not refund any Course Fees paid by You and We shall not be held liable for that.

9 Accreditation of the Course

- 9.1 The Course is not accredited and may not be used (in whole or in part) to satisfy the requirements of any degree or diploma awarded by Us.

10 Liability

- 10.1 We and nor Our trainers accept any liability for (i) any inaccuracy or misleading information provided in the Course or Course Materials and any reliance by You on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any direct, indirect, special or consequential loss arising from any breach of the terms of this Contract.
- 10.2 Except to the extent that are expressly set out in these Terms and Conditions, no express or implied conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) shall apply to the Course.
- 10.3 In relation to anything which we may have done or not done in connection with these Terms and Conditions and the delivery of the Course (and whether the liability arises because of breach of contract, negligence or for any other reason), Our total liability arising from or in connection with these Terms and Conditions shall be limited to the Course Fees received by us in connection with the relevant Online Course in relation to which a dispute has arisen.
- 10.4 Nothing in these Terms and Conditions shall exclude or limit Our liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under English law may not be limited or excluded.
- 10.5 No claim may be brought more than six months after the last date on which the Course has finished or ceased to be provided by Us.

11 Support for Students with Disabilities or Learning Difficulties

11.1 If you think that You are likely to require any support because of a disability and/or learning difficulty while you are on the Course, You are advised to contact edward.grassby@aku.edu for further advice or guidance. All requests for support will be considered in line with the criteria for reasonable adjustments as outlined in the Equality Act 2010. We encourage You to contact Us as soon as possible in order to make appropriate arrangements for You.

12 Miscellaneous

12.1 We and You agree that no person who is not a party to this Contract is to have the benefit of or be capable of enforcing any term of this Contract as a result of the Contracts (Rights of Third Parties) Act 1999.

12.2 These Terms and Conditions are subject to English law and You submit to the exclusive jurisdiction of the English courts in connection with any dispute hereunder.

12.3 We shall not be liable to you for any breach of its obligations or termination under these Terms and Conditions arising from causes beyond its reasonable control, including, but not limited to, Act of God, decree of Government, fire, flood, explosion, sabotage, riot, rebellion, war, civil war, armed conflict, terrorism, nuclear, chemical or biological contamination, disease, quarantine, official strike or similar official industrial action or dispute, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family or illness of the trainer.

12.4 Course provided by Us under these Terms and Conditions are personal to you and cannot be transferred or assigned to any other person.

12.5 We shall be entitled to assign these terms and conditions to any other entity without prior notice to you.

12.6 The Contract constitutes the entire agreement between Us and You. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by Us or on Our behalf which is not set out in these Terms and Conditions.

13 How to contact us

13.1 If you have any questions or queries, you can contact us by any of the following methods

Email: ISMCMarketing@aku.edu

Post: Aga Khan University Institute for the Study of Muslim Civilisations
Aga Khan Centre
10 Handyside Street
London, N1C 4DN
United Kingdom