



## Online Store Terms and Conditions of Sale (Short Courses)

**Equality Impact Assessment:** Askham Bryan College recognises the importance of the Equality Act 2010 and its duties under the Act. This document has been assessed to ensure that it does not adversely affect staff, students or stakeholders on the grounds of any protected characteristics.

### 1. Introduction

These Terms and Conditions apply to any application to enrol on Short Course (“Application”) via the Askham Bryan College Online Store.

**Please read these Terms and Conditions carefully before applying to enrol on any Short Course via the Askham Bryan College Online Store. By using the Askham Bryan College Online Store and applying to enrol on a Short Course you are agreeing to be bound by these Terms and Conditions.**

**Use of the Online Store requires registration and if you are under 18 years of age, this must be done by your parent or guardian. The continued use of the Online Store by anyone under the age of 18 is confirmation that the consent of the parent or guardian has been obtained.** A guide to registration is provided on our website. A Parent/Guardian Guide can also be found under the “Help and Information” section of the Online Store.

Every time you enrol on Short Course, the terms and conditions in force at the time of your Order or Application will apply to the contract between you and us. We recommend that you download or print the terms and conditions at the time that you enrol on a Short Course with us so that you can keep a copy of the terms and conditions that apply to your Application for your records.

**Askham Bryan College reserves the right to amend these Terms and Conditions from time to time without notice. Askham Bryan College also reserves the right to suspend, modify or amend the Site at any time including the Short Courses offered.**

These Terms and Conditions do not affect your statutory rights as a Consumer.



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## 2. Definitions

2.1 For the purposes of these Terms and Conditions the following expressions shall have the following meaning:

**“Application”** means any application by you to enrol on a Short Course at Askham Bryan College;

**“College”** means Askham Bryan College of Askham Fields Lane, Askham Bryan, York, YO23 3FR or any of its College centres or subsidiaries which may exist from time to time;

**“Consumer”** means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession and purchasing a Product from the Online Store;

**“Contract”** means any contract between you and the College for enrolment on a Short Course, incorporating these Terms and Conditions;

**“Controller”** has the same meaning as set out in section 3(6) of the Data Protection Act 2018;

**“Personal Data”** has the meaning as set out in section 3(2) of the Data Protection Act 2018 and for the purposes of any contract between you and the College and will include, but may not be limited to, your name, address and financial information (card and account details) to be able to process that transaction;

**“Processing”** has the same meaning as set out in section 3(4) of the Data Protection Act 2018;

**“Short Course”** means a place on any Short Course(s) delivered by the Commercial department as advertised at <https://store.askham-bryan.ac.uk/short-courses>;

**“Site”** means the Askham Bryan College Online Store website: <https://store.askham-bryan.ac.uk>

**“You”** and **“your”** means the person or legal entity using the Site and placing an Order via the Askham Bryan College Online Store.

2.2 For the purposes of these Terms and Conditions:

- (a) the masculine includes the feminine and neuter;
- (b) person means a natural person;
- (c) the singular includes the plural and vice versa;
- (d) a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment.

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- 2.3 For the purposes of these Terms and Conditions, headings are included for ease of reference only and shall not affect the interpretation or construction of these Terms and Conditions.
- 2.4 In the event and to the extent only of any conflict or inconsistency between the provisions of these Terms and Conditions and the provisions of any document referred to or referenced herein, the provisions of these Terms and Conditions shall prevail.

### Applications for Short Courses

#### 3. Payments for Short Courses

- 3.1 Unless otherwise agreed by the College in writing, the price for any Short Course will be the price as displayed on the Site. Students must have entered into one of the following payment arrangements at enrolment to secure their place on the course:
- 3.2 Fees of up to £200 or where the duration of the course is less than four calendar months are to be paid in full, at the point of booking. For fees of £201 and above, or where the course is more than four months in duration, students are required to pay a deposit of 25% of the total fee on enrolment in accordance and set up a Recurring Card Payment through the payment pathway on the college website to collect the remaining balance in eight equal consecutive instalments starting in October and the final collection being in May.
- 3.3 Unless otherwise agreed with the College, the College will take your payment in full at the time you submit your Application to avoid any delay in the processing of your Order. Payment can be made using most UK debit and credit cards. Any currency conversion costs or other charges incurred in making the payment or in processing a refund shall be borne by you and shall not be deductible from the payment due to the College. The College is registered for VAT (no GB 772194710) and where applicable VAT will be included in the price.
- 3.4 The College will not be liable for any payment failing to reach the correct account as a consequence of incorrect information being provided, or if the payment is declined by the card supplier. The College shall have no obligation to inform you if your card has been declined.

#### Fees paid by a Sponsor

- 3.5 Where fees are to be paid by a Sponsor, students must produce a letter/purchase order of authorisation from the Sponsor at enrolment confirming that they will cover the full cost of the course. If satisfactory evidence is not provided during enrolment, the College will consider the student to be responsible for the fees and immediate payment arrangements must be put into place as above at clause 3.2.

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#### 4. Joining the Short Course

- 4.1 Once we have received your pre-enrolment details and payment, we will send you confirmation (an email or text) confirming your place on the Short Course. Joining instructions will follow. You will be required to complete an enrolment form at the start of your Short Course. **By applying to enrol, you agree to the rules and regulations of the College available on the College intranet (although copies can be provided on request) and the Terms and Conditions stated here. Please ensure that you have read and understood the Terms and Conditions before enrolling.**

- 4.2 If you enrolled or paid and have not yet received an email confirming your place on the Short Course, please contact the College to confirm that a place is available before travelling, as no guarantee of availability can be given. The College can be contacted at Askham Bryan College, Askham Bryan, York YO23 3FR

01904 772277

[store@askham-bryan.ac.uk](mailto:store@askham-bryan.ac.uk)

#### 5. Cancellation of Short Courses by the College

- 5.1 The College reserves the right to cancel a Short Course at its discretion and at short notice, where, for instance, there are insufficient numbers, or if a tutor falls ill. If this occurs, the College will either offer you a place on an appropriate alternative Short Course or issue a refund.

#### 6. Cancellation by you

- 6.1 You have a statutory right to cancel your Short Course within 14 days from the date of booking being confirmed. Where written notification is received by the College within 14 days, a full refund of fees paid will be made.
- 6.2 If you choose to cancel or withdraw from your Short Course after 14 days of booking the Short Course, full fees are payable.
- 6.3 **Full fees are also payable once you have started your Short Course, even if you subsequently decide not to complete your Short Course for whatever reason.**
- 6.4 Your right to cancel the Contract does not limit or affect any other legal rights that you may have.

#### 7. Changing the date of a Short Course or dates of classes

- 7.1 It may also sometimes be necessary, at short notice, to change the date of a particular Short Course or dates of classes, if, for example, a tutor is ill or if there are insufficient numbers for the Short Course to go ahead. If this occurs we will contact you as soon as possible using the contact details you provided us on your Application. Where possible, we will use our reasonable endeavours to make alternative arrangements.

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## 8. Non-Delivery of Short Course

- 8.1 If there are no more places on a Short Course when you submit your Application, where possible, we will suggest alternative dates to you when the Short Course can be provided. If you are not able to attend on one or other of the alternative dates that we suggest, a full refund will be provided; but with your permission we will keep your details on record to contact you in the event a cancellation. We would also like to retain your details to let you know of any other Short Courses that we think may be of interest to you. **If you would prefer that the College does not retain your details, you have the right to withdraw your consent to this processing at any time. Simply contact [store@askham-bryan.ac.uk](mailto:store@askham-bryan.ac.uk) and ask that we remove your details from our database.**

## 9. Refund arrangements

- 9.1 Refunds will be made within 14 days of you informing us of your decision to cancel.
- 9.2 Any refunds will be made to the original credit/debit card which was used to pay for the Short Course.
- 9.3 Any currency conversion costs or other charges incurred in making the original payment to us or in processing a refund shall be borne by you and shall not be deductible from the payment due to the College.

## 10. Accuracy of Short Course details

- 10.1 The College reserves the right to make changes in regulations, syllabuses, fees etc, without prior notice. Complaints about the accuracy of information in the prospectus and related course documents should be made in accordance with the College's Customer Services and Complaints Policy. For details of how to make a complaint, please see clause 22. below.

## 11. Staff and Students Discounts

### Staff

- 11.1 Staff may be entitled to a discount on certain Products and Short Courses (subject to availability).
- 11.2 The staff discount is personal to the member of staff and is not transferrable. The staff discount does not extend to friends or family of the staff member.

### Students

- 11.3 Students on certain courses may also be entitled to a discount on certain Products and Short Courses (subject to availability), details of which will be provided by their course manager.

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- 11.4 Student discounts are also non-transferrable and only apply to students currently registered with Askham Bryan College.

### **12. Use of the Askham Bryan College Online Store**

- 12.1 The College reserves the right to suspend, withdraw or modify any Short Course offered and or amend the Site at any time. The College also reserves the right to change these Terms and Conditions from time to time.

### **13. Communication with the College and the College's Intellectual Property Rights**

- 13.1 When you visit the Site or send an email to the College, you are communicating with the College electronically. The College may communicate with you by email. For contractual purposes, you consent to receive communications from the College electronically and agree that all agreements, notices, disclosures and other communications that the College provided to you electronically in respect of an Order satisfies any legal requirement that such communications be in writing.
- 13.2 All content including pictures, designs, logos, photographs, text written and other materials on the Site and associated with the Short Courses offered are owned, controlled or licensed to the College. The College's intellectual property rights are protected by law. Unauthorised use of such content is prohibited. The College will not be liable for any misuse of any images by your or by any other person's copying or altering or distributing those images to another individual(s) or organisation(s).

### **14. Security**

- 14.1 The College is committed to maintaining your privacy and for this reason all payments are made using a specialist payment service provider. All Personal Data and payment details, which are entered through the Site, are encrypted to comply with the Payment Card Industry Data Security Standard (PCI DSS).
- 14.2 The College shall not be liable for any failure by you to properly protect your Personal Data from being seen on your screen by other persons or otherwise obtained by such other persons, during the online payment process or otherwise or in respect of any omission to provide accurate information in the course of the online payment process.

### **15. Privacy Statement and Data Protection**

- 15.1 The College is committed to protecting your privacy. The College will only use your personal details (your "Personal Data"), collected when you use the Site, lawfully and in accordance with UK data protection legislation, in particular the Data Protection Act 2018 and all other applicable laws and regulations and subsequent legislation relating to the processing of Personal Data and privacy, including where applicable, the guidance and codes of practice issued by the Information Commissioner.

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- 15.2 The College will only process the information necessary to complete your transaction with the College and no other Personal Data. The College will ensure that your Personal Data is kept confidential and is not used or disclosed other than as provided for under these Terms and Conditions or as required by law.
- 15.3 In accordance with UK data protection legislation, the College will hold and process the information provided by you only for the purposes of supplying the which is the subject of your Order. The College is justified in processing your Personal Data in this way to enable the proper performance of the Contract with you.
- 15.4 Your Personal Data will not be used for any marketing purposes, without your consent. We do not sell, rent or otherwise make available any Personal Data submitted by visitors to the Site to third parties.
- 15.5 If you have enrolled on a Short Course, we may need to liaise with an awarding body such as Lantra, City and Guilds, etc, so that we can award you your qualification and issue you with a certificate on the successful completion of your Short Course. **By agreeing to these terms, you agree to us providing your Personal Data to a third party provider; but only if it is in connection with the provision of the Short Course(s) you have applied for.** By agreeing to these terms, you agree to the processing of your Personal Data in this way. If you are providing Personal Data relating to other people you are responsible for obtaining their consent.
- 15.6 All Personal Data will at all times remain in the UK and EEA, unless this is necessary for the performance of the Contract with you.
- 15.7 Links from the Site may take you to sites not covered by our Privacy Statement. We recommend you check the privacy policies for these sites before submitting any Personal Data.
- 15.8 We may use technology to track the patterns of behaviour of visitors to the Site. This can include using a “cookie” which would be stored on your browser. You can usually modify your browser to prevent this activity.
- 15.9 At all material times, the College will be the Controller for the purposes of the Data Protection Act 2018.
- 15.10 Your Personal Data will not be processed or stored for longer than is necessary: in the case of Products for no longer than six years from the date of the Contract between you and the College. For further details, please see the College’s Retention Policy which is available at <https://www.askham-bryan.ac.uk/the-college/college-policies>. A hard copy is available on request.
- 15.11 **You have the right to object to the processing of your Personal Data in this way; but failure by the College to process your Personal Data will mean that the College is unable to deliver the Short Course(s) you have requested and paid for. You also have the right to withdraw your consent at any time.**

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- 15.12 For further details as to your rights under UK data protection legislation, please go to <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>
- 15.13 If you have any concerns about the way we are collecting or using your Personal Data, you should raise your concerns with us in the first instance by contacting the College's Data Protection Officer, [judith.clapham@askham-bryan.ac.uk](mailto:judith.clapham@askham-bryan.ac.uk). If you are not satisfied with that response, you may then wish contact the Information Commissioner's Office at <https://ico.org.uk/concerns/>.

## 16. Cookies

- 16.1 Cookies are little files of data that are stored on your computer or handheld device. Most websites you visit will use cookies in order to improve your user experience by enabling that website to 'remember' you, either for the duration of your visit (using a 'session cookie') or for repeat visits (using a 'persistent cookie'). Cookies do lots of different jobs, like letting you navigate between pages efficiently, storing your preferences, and generally improving your experience of a website. Cookies make the interaction between you and the website faster and easier. If a website doesn't use cookies, it will think you are a new visitor every time you move to a new page on the site – for example, when you enter your login details and move to another page it will not recognise you and it won't be able to keep you logged in. Each cookie is unique to your web browser. It will contain some anonymous information such as a unique identifier and the site name and some digits and numbers. It allows a website to remember things like your preferences or what's in your shopping basket. Some people find the idea of a website storing information on their computer or mobile device a bit intrusive. Although this is generally quite harmless you may not, for example, want to see advertising that has been targeted to your interests. If you prefer, it is possible to block some or all cookies, or even to delete cookies that have already been set; but you need to be aware that you might lose some functions of the website. You can block cookies by going into your browser's control panel/preferences.

## 17. Limitations and Exclusions

- 17.1 Nothing in these Terms and Conditions shall render the College liable to indemnify you in respect of any liability of any kind incurred by you to any other person; but this is not an exclusion of any liability that may arise by virtue of a breach by the College of these Terms and Conditions or any negligence on the part of the College, its employees, servants or agents.
- 17.2 If the College fails to comply with its obligations under the Contract, the College is responsible for loss or damage you suffer that is a reasonably foreseeable result of the College's breach of the Contract or its negligence; but the College is not responsible for any loss or damage that is not reasonably foreseeable including loss of opportunity, employment opportunities and loss of income or profit. Loss or damage is reasonably foreseeable if the loss or damage was an obvious consequence of the College's breach of contract or was contemplated by you and the College at the time the Contract was entered into.

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17.3 The College does not exclude or limit in any way its liability for:

- death or personal injury caused by its negligence or the negligence of its employees, servants, or agents;
- fraud or fraudulent misrepresentation; or
- any other matter which the College is not permitted to exclude or limit its liability by law.

### 18. Events outside of the College's reasonable control

18.1 Whilst the College undertakes to take all reasonable steps to provide the Short Course(s) you have ordered with reasonable care and skill, the College shall not be held responsible for any loss, damage, expense or inconvenience resulting from any delay, variation or failure in the provision of the Short Course(s) arising from circumstances beyond the College's reasonable control.

18.2 Events beyond the College's reasonable control include; but are not limited to:

- earthquake;
- flood;
- terrorism;
- storm;
- act of God or of public enemies;
- national emergency, epidemic or pandemic;
- invasion;
- riots and insurrection;
- industrial disputes (including those which may involve the College's own staff);
- telecommunications failure;
- interference from any local, national or supra-national government agency or official.

18.3 The College will always look at ways that it can seek to minimise the disruption this may cause you; but will only have to take reasonable steps to do so.

### Consequences of Force Majeure Event

18.4 In the event of a Force Majeure Event, neither party shall be deemed to be in breach of contract or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under the Contract.

18.5 In the event of a Force Majeure Event, the College will in the first instance, offer you an alternative date(s) for the Short Course. If you are unable to attend on that alternative date(s), then the College will issue an appropriate refund. Refunds will be decided on a case by case basis and will depend on any travel restrictions and or (depending on the nature of the force majeure event, eg pandemic) any Government advice in place at the time. Please also refer to any additional terms and conditions that may apply.

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## **19. Severability**

- 19.1 If any provision of these Terms and Conditions or part thereof should be found to be invalid, ineffective or unenforceable under any applicable statute or regulation, the remainder of the provisions shall stand in full force and effect.

## **20. Third Parties**

- 20.1 Unless expressly stated nothing in this Agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **21. Law and Jurisdiction**

- 21.1 These Terms and Conditions and all Applications placed via the Site and any subsequent Contract will be governed by and construed in accordance with English Law and all parties submit to the exclusive jurisdiction of the English courts.

## **22. Complaints**

- 22.1 Complaints should be made in accordance with the College's Customer Services and Complaints Policy available at <https://www.askham-bryan.ac.uk/feedback-and-complaints/> . A copy of the College's Customer Services and Complaints Policy is available on request.
- 22.2 In the first instance, you should contact the PA to Principal and the Chief Executive by providing full details of your complaint in writing to:
- PA to Principal and the Chief Executive  
Askham Bryan College,  
Askham Bryan  
York  
YO23 3FR
- 22.3 An investigation shall be conducted and responded to, where possible, within 10 working days.
- 22.4 In the event that you are not satisfied with the initial reply you receive, you should contact, in writing the Chief Executive Officer, within 10 days of the date of the decision.

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