



Making Learning Work

TERMS AND CONDITIONS

For the Purchase of Online
and Offline Training Courses

PRIVACY NOTICE

Student Admissions
and Enrolments

TERMS AND CONDITIONS FOR THE PURCHASE OF ONLINE AND OFFLINE TRAINING COURSES

Please read these Terms carefully before you submit an order (defined below) to us. Submitting an order will create legal obligations for you.

1. DEFINITIONS

1.1 In these Terms, when we refer to “we, us, our”, we are referring to the College (defined below).

1.2 When we refer to “you, your” we are referring to the Customer (defined below).

1.3 In these Terms, when the following words with capital letters are used, this is what they will mean:

“College” means Forth Valley College of Further and Higher Education, with Registered Charity Number SC021191, having its registered office at Grangemouth Road, Falkirk FK2 9AD;

“Confirmation Letter” means an acceptance email/letter which confirms the details of the Services and also confirms the date and location at which those Services will be available;

“Start Date” means the date on which the College commences the provision of the Services, as more fully set out in the Confirmation Letter;

“Consent Form” means the consent form as completed by a student’s parent or guardian consenting to the student attending the Services on the basis of the Contract;

“Customer” means any person who makes the Order, and through completion of the online or paper enrolment form will become a student at the College.

Data Protection Legislation means the Electronic Communications Data Protection Directive 2002/58/EC; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003); the General Data Protection Regulation (Regulation (EU) 2016/679); any applicable legislation adopted by the United Kingdom pre or post the United Kingdom ceasing to be a Member State of the European Union (whichever is in force at the time of the Contract); the Data Protection Act 2018; and all applicable laws and regulations relating to the processing of the personal data and privacy, including where applicable the guidance and codes of practice issued from time to time by the Information Commissioner’s Office or the European Data Protection Board; and any statutory modification or re-enactment thereof;

“Event Outside Our Control” means any act or event beyond our reasonable control including, without limitation, strikes, lock-outs, trade union action or any other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

“Materials” means any materials, including online resources, training manuals, handouts, books or any other materials associated with the provision of the Services (including equipment and tools, drawings, specifications and data);

“Online Enrolment Form” means the online enrolment form as completed and submitted by the customer through the Website and setting out the details of the supply of the Services by us;

“Order” means an order for the purchase of Services which the customer submits

to us either:

- through the Website using our Online Enrolment Form; or
- by completing and returning the Paper Enrolment Form to us;

“Terms” means these terms and conditions; and “Services” means the online and offline courses which we make available for purchase;

“Website” means www.forthvalley.ac.uk as operated by the College.

2. GENERAL

2.1 You can contact the College by:

2.1.1 writing to us at:

Grangemouth Road, Falkirk FK2 9AD;

2.1.2 emailing us at:

eveninginfo@forthvalley.ac.uk; and/or

2.1.3 calling us on:

01324 403123

2.2 If we have to contact you or give you notice in writing, we will do so by email or by post to the address you provide to us in your order.

2.3 Our Contract with you is made up of the following documents:

2.3.1 the Confirmation letter;

2.3.2 these Terms;

If there is any conflict or ambiguity between the terms of the documents listed above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

2.4 Customers must be at least 13 years old to Order Services.

2.5 Unless an Order is accompanied by a valid Consent Form completed on terms acceptable to the College, Customers must be at least 13 years old to receive Services from the College.

TERMS AND CONDITIONS FOR THE PURCHASE OF ONLINE AND OFFLINE TRAINING COURSES

3. PLACING AN ORDER

- 3.1 Placing an order through the website
 - 3.1.1 When you order any services through the Website, these Terms will apply to that order. As part of the order process you will be asked if you accept these Terms, so please read these Terms carefully before checking the box next to "I accept the terms and conditions outlined above". If you do not accept these Terms, then do not tick the box. You will not be able to order any services through our Website if you do not accept these Terms.
 - 3.1.2 If we accept your order, these Terms will form part of the contract between us. Please see clause 4 below for more information on how the contract between us is formed. You should print a copy of these Terms or save them to your computer for future reference.
 - 3.1.3 It is your responsibility to ensure that the details of your order are correct and accurate and that you provide us with all information relevant to your order. Our order process allows you to check and amend any errors before submitting your order through the Website. You should note that we shall not be responsible for any input errors in your order.
- 3.2 Placing an order by completing a Paper Enrolment Form.
 - 3.2.1 When you order any services by completing and signing a Paper Enrolment Form, and returning this to us, these Terms will apply to that order. As part of the order process you will be asked to sign the Paper Enrolment Form to indicate your acceptance of these Terms. If you do not accept the Terms, then you should not sign the Paper Enrolment Form. You will not be able to order any services if you do not accept these Terms.
 - 3.2.2 If we accept your order, these Terms will form part of the Contract between us. Please see clause 4 below for more information on how the contract between us is formed. You should keep a copy of these Terms for future reference.
 - 3.2.3 It is your responsibility to ensure that the details of your order are correct and accurate and that you provide us with all information relevant to your order. Please check the information you insert into the Paper Enrolment Form before returning this to us. You should note that we shall not be responsible for any input errors in your order.
- 3.3 Placing an order over the telephone.
 - 3.3.1 When you order any services over the telephone, we will send you a confirmation e-mail which will include a link to these terms and conditions. If you do not accept the Terms, then you should contact eveninginfo@forthvalley.ac.uk to cancel your order. You will not be able to order any services if you do not accept these Terms.
 - 3.3.2 If we accept your order, these Terms will form part of the contract between us. Please see clause 4 below for more information on how the contract between us is formed. You should keep a copy of these Terms for future reference.
 - 3.3.3 It is your responsibility to ensure that the details you provide are correct and accurate and that you provide us with all information relevant to your order. Please check the information you insert into the Paper Enrolment Form before returning this to us. You should note that we shall not be responsible for any input errors in your order.

4. HOW A CONTRACT IS FORMED BETWEEN US

- 4.1 Placing an order through the Website
 - 4.1.1 when you place an order through the Website, you are offering to buy services from us. We will send you an email shortly after you place your order. However, this email is confirming receipt of your order and payment and does not mean that your order has been accepted. You should note that:-
 - (a) we are not obliged to accept your Order; and
 - (b) no Contract exists between us for those Services at this stage.
 - 4.1.2 If we accept your order, we will send you the Confirmation Letter. The Contract between us is formed when we send you the Confirmation Letter.
 - 4.1.3 All the services shown on the Website are subject to availability. If we are unable to supply you with the services, for example, because the course requested is now fully booked, or because of an error in the price on the Website, we will inform you of this by email and we will not process your order.
- 4.2 Placing an order by completing a Paper Enrolment Form.
 - 4.2.1 when you complete and sign a Paper Enrolment Form, and return this to us, you are offering to buy Services from us. You should note that:-
 - (a) we are not obliged to accept your Order, and
 - (b) no Contract exists between us for those Services at this stage.
 - 4.2.2 If we accept your order, we will send you the Confirmation Letter. The Contract between us is formed when we send you the Confirmation Letter.
 - 4.2.3 All the Services are subject to availability. If we are unable to supply you with the Services, for example, because the course requested is now fully booked we will inform you of this and we will not process your order.

5. OUR SERVICES

- 5.1 Whilst we display information relating to the Services on the Website and in our other marketing materials (for example, course brochures and course catalogues), these images are for illustrative purposes only. We will do what we reasonably can to make sure that the information provided is a fair representation of the Services, but the actual Services may vary slightly from that set out on the Website and on our other marketing materials.
- 5.2 For the purpose of the Contract, the description and any specification of the Services will be set out in the Confirmation Letter.
- 5.3 We reserve the right to alter the Services or any relative specifications (whether such specifications have been submitted by you in the Order or otherwise), at any time, if we are required to do so by law. In such circumstances, we shall notify you as soon as practicable by email and will not process your Order until you have confirmed that you wish us to proceed.

TERMS AND CONDITIONS FOR THE PURCHASE OF ONLINE AND OFFLINE TRAINING COURSES

6. YOUR DUTIES

- 6.1 You must provide us with such information that we require to undertake the Services.
- 6.2 You must cooperate with us in all matters relating to the Services, and pay for the Services timeously and on the terms of the Contract.

7. PRICE AND PAYMENT

- 7.1 We will do what we reasonably can to ensure that the prices stated on the Website, and/or in our other marketing materials (for example, course brochures and course catalogues) are accurate and up to date. In the event of any pricing errors, we will notify you by email and give you the opportunity to re-confirm your Order at the correct price.
- 7.2 The price(s) on the Website, in our and / or in our other marketing materials are inclusive of VAT and any other applicable taxes in so far as the price(s) relate only to the Services. For other costs and other expenses, and / or in our other marketing materials will detail whether such costs and other expenses are inclusive or exclusive of VAT.
- 7.3 By submitting a credit or debit card number via the Enrolment Form, you:
 - 7.3.1 confirm that your use of the particular card is authorised and that all information that you submit is true and accurate; and
 - 7.3.2 authorise us to charge to the card for all amounts payable by you to us (including VAT and any other applicable taxes) in connection with your Order.
- 7.4 Placing an order through the Website.
 - 7.4.1 You should note that clicking on the button "Make Payment" this will result in an Order being placed and you will pay for the Services at the time the Order is placed.
 - 7.4.2 You must pay for the Services at the time of submitting your Order, although we will not actually take payment until we issue the Confirmation Letter. Payments must be made by credit or debit card (please see the relevant part of the Website for a list of those payment cards accepted and methods of payment).
- 7.5 Placing an order by completing a Paper Enrolment Form.
 - 7.5.1 Payment for the order shall be made in accordance with the method, and on the terms, set out in the Paper Enrolment Form.

8. CANCELLATION

- 8.1 **OUR RIGHT TO CANCEL.** We may cancel the Contract (or any part of the Contract) for any reason, in which event we will notify you. We will also refund any payments you have made in respect of the Services unless we have cancelled the Contract because:
- 8.2 **CONSUMERS' RIGHT TO CANCEL.** This clause 8.2 deals with customer's right to cancel.
- 8.2.1 **How to Cancel.** To cancel the Contract you must notify the College of your decision

to cancel. Cancellations may be given by phone on 01324 403123 but must also be confirmed in writing to Grangemouth Road, Falkirk FK2 9AD and/or eveninginfo@forthvalley.ac.uk.

- 8.2.2 **Refunds & Withdrawals.** The procedure around refunds through course withdrawal are covered through the College's Tuition Fee Refund and Withdrawal Procedure which can be accessed through the College website.

9. OUR LIABILITY

- 9.1 Consumers
- 9.1.1 If we fail to comply with these Terms, we may be responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. We will not, however, be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if

it was contemplated by you and us at the time we entered into the Contract.

- 9.1.2 Nothing in these Terms shall limit any rights you might have as a consumer or other legal rights that may not be excluded by law. We do not in any way exclude or limit our liability for death or personal injury caused by our negligence; or fraud or fraudulent misrepresentation.

10. INTELLECTUAL PROPERTY

- 10.1 All materials supplied by us to you shall, at all times, be and remain our exclusive property, but shall be held by you in safe custody and kept in good condition by you until returned to us.
- 10.2 All ideas, methods, processes, inventions, discoveries, designs and other copyright work made or created by us in providing the Services or relating to or capable of being used by you will remain in the ownership of us unless otherwise stated in the Contract.

All intellectual property used by us in the performance of the Services shall be the exclusive property of the party owning it prior to the Commencement Date.

- 10.3 All intellectual property made or created by us for the purpose of and/or in the provision of the Services, together with any modifications, enhancements or alterations thereto, shall vest and be owned absolutely by us, unless otherwise agreed in writing by us.

TERMS AND CONDITIONS FOR THE PURCHASE OF ONLINE AND OFFLINE TRAINING COURSES

11. YOUR INFORMATION

11.1 We will process your personal data in accordance with Data Protection Legislation and the Forth Valley College Privacy Notice which can be accessed through the College website, or by emailing us at: eveninginfo@forthvalley.ac.uk

or by writing to us at:

**Student Records, Falkirk Campus,
Forth Valley College, Grangemouth Road,
Falkirk, FK2 9AD**

or by calling us on: 01324 403000 or
01324 403123

12. OTHER IMPORTANT LEGAL TERMS

12.1 **Event Outside Our Control.** We will not be responsible for any failure to perform or delay in performance of, any of our obligations under the Contract which are caused by an Event Outside Our Control. If an event outside our control takes place that affects the Contract, we will contact you as soon as reasonably possible to notify you. Please note our obligations under the Contract will be suspended for the duration of the Event Outside Our Control.

12.2 **Severance.** Each section of these Terms operates separately. If any of these sections is found by any court or relevant authority to be unlawful or unenforceable, the other sections shall not be affected and shall remain in full force and effect. If any section of these Terms is found to be unlawful or unenforceable but would be lawful and enforceable if some part of the section were deleted, the section in question shall apply with such deletion as may be necessary to make it lawful and enforceable.

12.3 **Waiver.** If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and that will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will do so only in writing, but that will not mean that we automatically waive any later default by you.

12.4 **Supply of the Services.** We may perform any of our obligations or exercise any of our rights under the Contract ourselves or where applicable, through any other persons (legal or otherwise) or entities. We may transfer our rights and obligation under a Contract to another organisation but this will not affect your rights under these Terms.

12.5 **No transfer.** You may only transfer your rights or your obligations under these Terms to another person if we give our prior written agreement.

12.6 **Notices.** Please note that any notice given by you to us, or by us to you, will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such email was sent to the specified email address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.7 **Law.** These Terms are governed by Scots law. This means that the Contract and any dispute or claim arising out of or in connection with it will be subject to the laws of Scotland. You and we both agree that the courts of Scotland will have non-exclusive jurisdiction. However, if you are a resident in England or Wales you may also bring proceedings there.



PRIVACY NOTICE - STUDENT ADMISSIONS AND ENROLMENTS

PRIVACY NOTICE

This privacy notice provides you with information about us, why we collect information from you, what we do with the information we collect from you, who we share your information with and your rights under the Data Protection Legislation (defined here) in relation to that information.

Your information will be used for the following purposes:

We process (this means collect, store, use and share) information which relates to you, so that we can comply with the requirements of the Education (Scotland) Act 1980, the Post-16 Education (Scotland) Act 2013, and other legislation, and so that we give you access to college resources, share your information with relevant awarding bodies, and accurately create statistical information.

Our legal reasons for using the data are:

- Use is necessary for the performance of a contract with you or to take steps, at your request, before entering into such a contract, or
- Use is necessary for the performing a task in the public interest or under official authority vested in us, or
- You have given consent for the use.

The data being collected and processed includes special category (sensitive) data. We use this sensitive data under the following legal condition(s):

- You have given consent to the processing, or
- Use is necessary to protect a person's vital interests, or
- Use is necessary for carrying out obligations under social protection law.

If you were to withhold the personal information, we require for this process, we may not be able to process your application, or offer you a place at the college.

Your data will, or may, be shared with other organisations.

Your information will be retained for various lengths of time, depending on what we are required to do with it. For more details, [click here](#)

Your information will not be shared outside of the European Economic Area.

We do not use automated decision making about you at the College.

DATA PROTECTION & SECURITY

We have put in place measures to protect the security of your information. Other organisations will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure. We have put in place security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other organisations who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality and must comply with the law.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

Your Rights

- The right to access your personal data
- The right to correction if the personal data we hold about you is incorrect
- The right to restrict processing of your personal data

The following rights apply only in certain circumstances:

- The right to withdraw consent at any time, if we asked for your consent
- The right to object to our processing of your personal data
- The right to request deletion of your personal data
- The right to data portability (take it away with you to use elsewhere)

The Data Controller of the information being collected is:

**Board of Management,
Forth Valley College,
Grangemouth Road,
Falkirk
FK2 9AD**

Tel: 01324 403 000

Forth Valley College is registered with the Information Commissioner's Office (ICO) as a Controller under the Data Protection Legislation (our registration number is Z6771122).

For any queries or concerns about how your personal data is being processed you can contact the Data Protection Officer at:

**Data Protection Officer
Forth Valley College
Grangemouth Road
FALKIRK
FK2 9AD**

Email: dataprotection@forthvalley.ac.uk

You also have the right to lodge a complaint with the Information Commissioner's Office about our handling of your data by emailing: casework@ico.org

