The Defence Academy of the United Kingdom Terms and Conditions for On Line Course Bookings and Events

1 Definitions

“We or Us” means The Defence Academy of the United Kingdom.

“You, Your, Delegate or Attendees” means the person who is attending a course or event at The Defence Academy of the United Kingdom.

“Delegate” means person who is attending a course or event.

“Category” means any one of the three categories that We process payments under namely; Course Fees, Accommodation and Other.

“Intellectual Property Rights (IPR)” means patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protections which subsist or will subsist now or in the future in any part of the world.

“Parties” means the Delegate or Delegates organisation and The Defence Academy of the United Kingdom, and party shall be construed accordingly.

“Payment or Fees” means any charge made for goods for services We provide You. All payments must be made in pounds sterling. Payments made by debit or credit card by You or a third party on Your behalf. In accordance with the United Kingdom money laundering regulations, in the event that We need to refund any debit or credit card payment, either in whole or in part, We will only do so to the holder of the card that made the payment.

“Personal Data” shall have the same meaning as set out in the Data Protection Act 2018.

2 The Defence Academy of the United Kingdom Rules and Regulations

1. In accepting an offer as a Delegate of The Defence Academy of the United Kingdom, You are agreeing to comply with the provisions of all the Regulations, Rules, Codes, Conditions and Policies of The Defence Academy of the United Kingdom which are available within the Defence Academy Visitors Guide found at http://www.da.mod.uk/student-life or as may be properly issued and pertaining to registered Delegates. The more important of these are presented to You as part of the formal registration process.

2. Otherwise, Delegates of The Defence Academy of the United Kingdom are expected to abide by the expectations set out in documents such as the course joining instructions, IT Users’ Policy, Health and Safety information, Accommodation conditions, these terms and conditions and other guidance provided to You either before or during Your attendance at the Defence Academy of the United Kingdom.

3. Prepare appropriately for the course or event: You are required to attend all classes and other activities forming part of the course or event, and to abide by any special conditions outlined to you relating to the course or event.
3 Payment of Fees and Cancellation Policy

3.1 Payment of Fees

4. All Fees are payable in advance

5. Upon booking You or Your sponsor shall pay all Fees in full by credit or debit card no later than **eight (8) weeks** prior to the start of the course or event that the Delegate will attend or immediately where the booking is made less than eight (8) weeks prior to the course or event being attended

6. The course Fee includes all Fees for registration, tuition and (where applicable) the formal assessment associated with the attainment of learning credits. It does not include materials required of You for Your private study

3.2 Cancellation Policy

7. If You wish to cancel Your attendance at the Defence Academy of the United Kingdom You may have to pay a cancellation charge. The ‘days’, referred to in the cancellation policy are actual day rather than working days. The commencement of the course or event is the date on which any digital learning or pre-workshop work is released and made available to You by the Defence Academy of the United Kingdom

8. Cancellation requests should be sent in writing to: BusDev@da.mod.uk

9. Ensure that the information You provide for Your booking is valid and accurate. Inaccurate booking information may result in Your booking being cancelled

10. The cancellation policy is:

   10.1. 22 days or more before the commencement of Your course or event will incur no charge

   10.2. 15 to 21 days before the commencement of Your course or event You will be charged 30% of the total Fee

   10.3. Less than 14 days before the commencement of Your course or event You will be charged 100% of the total Fee

11. For the purposes of the Distance Selling Regulations it is necessary for Us to confirm, and for You to agree, that the booking You make related to the course or events dates as advertised subject to Paragraph 30. Unless otherwise notified the course or event will run on the advertised dates

12. If You wish to cancel or withdraw after the commencement date, You shall not be entitled to any refund of Fees paid

3.3 Cancellation of Course(s) by the Defence Academy of the United Kingdom

13. The Defence Academy of the United Kingdom may cancel the course or event on the specified dates:

   13.1. if it unexpectedly is unable to provide the course of study for the dates specified (for example staff illness), or
13.2. with 14 days prior written notice where it determines that the number of Delegates is insufficient to justify running the course or event.

14. If cancelled by the Defence Academy of the United Kingdom a full refund of any course or event fee will be provided in settlement of any claim.

15. We reserve the right to make change to the course or event such as changing location where the course or event will be delivered or changing tutor

4 Other

16. For the avoidance of doubt food and drink is available to purchase on site and unless otherwise explicitly stated is not included within the Delegate Fee

17. Accommodation can be booked by Delegates on site, booking instructions (if applicable) will be issued with joining instructions and unless explicitly stated is not included within the Delegate Fee

18. All Delegates are responsible for their personal and travelling expenses. No financial assistance from the Defence Academy of the United Kingdom will be provided

19. The Defence Academy of the United Kingdom is a cash only site; there is access to a cash machine on-site

5 Copyright and Intellectual Property Rights (IPR)

20. The copyright and other Intellectual Property Rights in relation to course materials remain the sole and exclusive property of the Defence Academy of the United Kingdom (or, in some cases, the commissioning client). In attending the course or event, You agree that You will not copy or permit to be copied any of the course or event materials, nor disclose or permit the disclosure, sell or otherwise pass on those materials to others, unless agreed in writing with the Defence Academy of the United Kingdom and the relevant person within

21. Work prepared and submitted for assessment by Delegates in the course of their studies is assigned to and vested in the Defence Academy of the United Kingdom, except where specifically agreed otherwise in writing. However, permission to publish will not be unreasonably withheld

22. If You apply for a course and its associated learning credits, the Defence Academy of the United Kingdom will make a formal offer of admission to You. It reserves the right to withdraw this offer if

22.1. any of the information provided by You at the point of offer is found to be incorrect or incomplete, or

22.2 if You fail to provide information or evidence which confirms that You can meet one or more of the conditions contained in any offer,

22.3 if You fail to pay Your course Fees

22.4 You break any rule and regulation contained or referred to in section 2 above

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1 In the cases of programmes that are part of the Academic Provider Contract the Intellectual Property Rights are normally assigned to and vested in the Ministry of Defence
6 Data Protection

23. All personal information obtained by the Defence Academy of the United Kingdom both from yourself and other sources will be used to process Your booking and to manage Your Delegate record and Delegate experience.

24. The Defence Academy of the United Kingdom will share the information internally as appropriate and may share the information with Your previous examining bodies (where applicable). In the case of international applicants, We may share the information with the Home Office, the Foreign and Commonwealth Office, and other relevant agencies. The Defence Academy of the United Kingdom may pass this information as appropriate to these and other outside organisations, including the police, government, and other institutions in order to prevent or detect fraud.

25. We use Your information that We hold in our records for registration purposes and to provide services and facilities therefore it is necessary for You to keep Your personal information 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 or ordinarily or any of Your contact details.

26. Your information may also be used by Us to undertake research or to plan or improve our services. In addition, the Defence Academy of the United Kingdom may advise You of other study opportunities and services provided by Us and partner organisations. If You do not wish to receive this information, please contact BusDev@da.mod.uk.

27. For Delegates who attend the Defence Academy of the United Kingdom site, You should be aware that this site is a Ministry of Defence (MoD) establishment: Your information will be shared with the MoD for security clearance purposes and defence or other related industries or employers that You may visit.

7 Proof of Identity and Qualifications

28. The Defence Academy of the United Kingdom may, under certain circumstances (including sitting for an assessment), ask You for proof of Your identity, which is normally limited to Your passport or original birth certificate with a form of photo identification. You may also be required to provide proof of Your right to study in the United Kingdom, and proof of Your academic and professional qualifications (where these have been outlined as a condition of attendance on the course).

8 The Defence Academy of the United Kingdom Reservations

29. The Defence Academy of the United Kingdom undertakes to use all reasonable endeavours to provide the necessary teaching supervision and academic facilities. The Defence Academy of the United Kingdom cannot guarantee that teaching or supervision will be provided by any particular named individuals.

30. Our programme of courses is subject to continuing development and changed circumstances may necessitate cancellation or alteration to the programme of courses. We reserve the right to make variations if such action is considered necessary and in such circumstances, will take all reasonable steps to minimise any resultant disruption, but We do not accept any liability arising out of or on connection with any such changes.

31. Unless otherwise specified all courses or events are in English.

9 Support for Delegates with Disabilities or Learning Difficulties
32. 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 BusDev@da.mod.uk 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. The Defence Academy of the United Kingdom encourages You to contact it as soon as possible in order to make appropriate arrangements for You

10 Force Majeure

33. The Defence Academy of the United Kingdom shall not be liable to the other Party for any delay in performing, or failure to perform the services to the extent that such delay or failure is a result of a Force Majeure event. Notwithstanding the foregoing, each Party shall use reasonable endeavours to continue to perform its obligations under this agreement for the duration of such Force Majeure event

34. If either Party becomes aware of a Force Majeure event which gives rise to, or is likely to give rise to any failure or delay on its part as described in this clause it shall immediately notify the other by the most expeditious method then available of the Force Majeure event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure event on its ability to perform any of its obligations under the Contract. However, if such a Force Majeure event prevents either Party from performing its material obligations under the Contract, and alternative dates or location cannot be agreed within sixty (60) days of the start of the failure or delay, either Party may terminate the agreement with immediate effect by notice in writing

35. For the purpose of this agreement, a Force Majeure event means:

35.1. an event beyond the reasonable control of either Party including but not limited to strikes, lockouts or other industrial disputes (whether involving the workforce of the Authority or any other Party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic, notifiable disease or default of suppliers or subcontractors

35.2. an exigency of the Armed Forces, requiring the Defence Academy to withdraw the provision of the service(s) to the other Party

36. Payment by the other Party for service(s) delivered by the Defence Academy of the United Kingdom but terminated early in accordance with this clause shall be subject to the provisions paragraph 3 of this agreement

11 Limitation of Liability

37. Nothing in these Conditions shall limit or exclude the Defence Academy of the United Kingdom’s liability for:

37.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

37.2 fraud or fraudulent misrepresentation; or

37.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law
38. Subject to section 11 paragraph 37 the Defence Academy of the United Kingdom shall under no circumstances be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

38.1. loss of profit;
38.2. loss of sales or business;
38.3. loss of agreements or contracts;
38.4. loss of anticipated savings;
38.5. loss of or damage to goodwill;
38.6. loss of use or corruption of software, data or information;
38.7. any indirect or consequential loss

Arising under or in connection with this agreements; and

38.8. the Defence Academy of the United Kingdom’s total liability to You in respect of all other losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of fees received by the Defence Academy of the United Kingdom from You for services supplied in respect of the course or event booked or £5,000,000 [ex VAT] whichever figure is the lower

39. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract

40. This clause 11 shall survive termination of the Contract.

12 Proper Law and Jurisdiction

41. In accepting a place on a course or event at the Defence Academy of the United Kingdom, You are agreeing that the resulting contract between Us shall be governed by and construed in accordance with the law of England and Wales and You submit to the exclusive jurisdiction of the courts of England.