



## Digital School of Re-construction: Terms and Conditions

### Definitions

Any term used in these terms and conditions will have the same meaning as set out below:	
“we” “us” “our” “UoB” or “The School” means University of Brighton	“you” or “your” are references to the applicant
“FCRBE Partnership Agreement” means the partnership agreement signed by UoB and the Project partners to deliver the Project	
“Offer” means an invitation to enter into contractual relations with UoB, consisting of the written Conditional Offer sent to the named applicant setting out the details of the SoR-c Summer School	
“Course Information” means the information available on the <a href="#">SoR-c Summer School website</a>	
“Materials” means all documentation or information provided by UoB in relation to the Summer School, including but not limited to information provided on the <a href="#">Summer School webpage</a> and the and Digi-SoR-c repository the Summer School programme, offer letters, welcome pack, including an array of reclaimed elements sourced from local de-construction sites to use as part of the Summer School activities, additional information and others.	
“Contract” means the legally binding contract between us and you for the provision of the SoR-c Summer School in accordance with these terms and conditions, including the contents of the Offer Letter to you	
“Intellectual Property” means any materials created by us including but not limited to Materials provided to you by us in advance of or during the Summer School	

**“Project”** FCRBE North West Europe Interreg project ref: 739, Facilitating the circulation of reclaimed building elements in Northwestern Europe

**“SoR-c”** or **“Digi-SoR-c”** means Digital School of Re-construction. This is a project related Summer School hosted and run by the University of Brighton as part of the Project

**“Summer School”** means the Digital School of Re-construction Summer School 2021 hosted by the University of Brighton, and references to “Course” are also references to Summer School

**“writing”** or **“written”** means any form of written communication, including emails

These terms and conditions apply to the enrolment of applicants on the Digital School of Re-Construction Summer School 2021 hosted by the University of Brighton and can be found on [Summer School webpage](#). Both parties are bound by these terms and conditions upon acceptance by us of an application for such enrolment.

The University of Brighton is in receipt of Interreg North-West Europe FCRBE funding to host the SoR-c Summer School as part of the above defined funded Project. The Project is governed by a Partnership Agreement defining terms and conditions under which the project partners implement the Project. UoB intend these Summer School conditions to be compliant with those of the Partnership Agreement.

## 1 Agreement with UoB

The purpose of these terms and conditions is to set out the basis for your relationship with UoB when you apply for the SoR-c Summer School.

Your agreement with UoB is made up of these terms and conditions, your Offer and the Course Information.

Please read these terms and conditions carefully before you submit your application to us.

These tell you who we are, how we will provide the Summer School to you, how you and we may change or end the agreement, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms and conditions, please contact us to discuss.

The University of Brighton is a Higher education Corporation established under the 1988 Education Reform Act and an exempt charity. Our principal address is Mithras House, Moulsecomb, Lewes Road, Brighton, BN2 4AT

You can contact us by writing to us by email at [School-of-Re-construction@brighton.ac.uk](mailto:School-of-Re-construction@brighton.ac.uk)

If we have to contact you during the admissions process we will do so by writing to you at the email address you provided to us in your application.

Your application form will be a request by you to be considered to attend the Summer School in accordance with these terms and conditions.

We have limited spaces on the 2021 Digi-SoR-c and so will only offer 80 places to students, who have applied, meet our criteria and have sufficiently strong motivational statements.

If you receive an offer you will be asked to complete your registration at which point we will email our confirmation of your enrolment and this contract will come into existence. If we do not select your application, we will inform you by writing to you at the email address you provided to us in your application.

## 2 Admissions & Eligibility Criteria

Applications to be considered for a place on the SoR-c Summer School must be made following a two step process; Step 1 is an online application, while Step 2 involves writing a motivation statement and citing three artistic references on a single pdf following the guidance on the [Summer School webpage](#) . The latter must be sent to [School-of-Re-construction@brighton.ac.uk](mailto:School-of-Re-construction@brighton.ac.uk) Your application will not be considered if one of the two submissions is missing. We reserve the right to send you a reminder to complete the other step should we only receive one submission from you within a week of the deadline (23 April 2021).

Admission decisions are made by UoB at its sole discretion, in accordance with the following Summer School admissions criteria:

- Students must be undergraduate or postgraduate students in 2020 (if they have applied previously) or 2021 if they apply in 2021.
- Students must be registered within a School of design, architecture, construction or engineering (or related area) in 2020 (if they have applied in 2020) or 2021 if they apply in 2021.
- Must be able to provide evidence of registration or offer of a place in the year 2020/21 at a recognised university confirming the above requirements. This evidence (transcript/certificate/offer) must be uploaded or sent to the wmail address: [School-of-Re-construction@brighton.ac.uk](mailto:School-of-Re-construction@brighton.ac.uk) at the time of registration.
- Quality of your narrative application,
- Fluency in English – Confirmation of proficiency in the online application and our assessment of your fluency in English, based on the narrative section of your application.

Admission to the Summer School is based on whether you meet the eligibility criteria and the quality of your application.

If we are unable to accept your application, for example because you do not meet the eligibility criteria or you are not selected due to the quality of your application and the limited number of spaces available, we will inform you by writing to you at the email address you provided to us in your application. We will inform you if your application is not successful in the first instance but if we think your application is of sufficient quality we will place you on a waiting list if the number of places are over-subscribed. We will only contact you if one of those offered a place is unable to accept, fails to register or drops out for any reason. If we accept your application, you will be written to and requested to register in order to enrol on the Summer School, for which see section 3 below.

**The School reserves the right to accept late applications at its discretion.**

All questions on the application form are to be answered truthfully and all attachments need to reflect the truth. You confirm this upon submitting your application form. **If you have**

**provided us with information which is later found to be untruthful, the School reserves the right to reject your application or withdraw the acceptance of such an application at any time.**

All our admission decisions are final, but you do have a right to complain, details of how to make a complaint are set out in section 13 below.

## 3 Registration

The deadline for registration is 31st May 2021. If you are selected we send you a link to register your confirmation that you wish to enrol.

In addition to confirming your availability to attend all sessions you will also need to provide evidence that:

- You are either registered or have a place as an undergraduate or postgraduate in 2020 or 2021
- You are registered within a School of design, architecture, construction or engineering in 2020 or 2021 at a recognised university

This evidence (transcript/certificate/offer) must be uploaded to the link provided in the offer or sent to the Email address: [School-of-Re-construction@brighton.ac.uk](mailto:School-of-Re-construction@brighton.ac.uk) at the time of registration. Once you have registered we will keep you informed about Summer School, and ensure access to the materials and online programme.

## 4 Cancellations and Non-attendance

### 4.1 Cancellation by the School

We may cancel the Summer School if:

1. there are not enough applicants enrolled. The minimum number of applicants required for us to run a Summer School is currently fifty (50); or
2. the Summer School's teaching staff fall ill or for other reasons outside our control they are unavailable to teach, and no suitable alternative(s) is / are available; or
3. an event which is outside our reasonable control, such as a fire or a flood, means that we have to cancel the Summer School.

We will notify you about cancellations or postponements as soon as possible and by 4th July at the latest.

## 4.2 Cancellation by the Applicant

You have the right to cancel your enrolment with us for any reason. You do not have to give us any reason for cancelling the contract. Ideally you will give us two weeks notice prior to the start of the Summer School ie by the 15th July in order that we can find a replacement on our waiting list able to enrol.

To cancel your enrolment please email: [School-of-Re-construction@brighton.ac.uk](mailto:School-of-Re-construction@brighton.ac.uk).

## 5 Course material and services and limitations on our liability

Registration in accordance with these terms and conditions entitles you to the services announced on the [Summer School webpage](#) in relation to the Summer School and in the Summer School advertisement, and to access all parts of the Summer School you are enrolled on, as well as the available School facilities necessary to attend the Summer School.

Every effort is made to ensure that all information relating to the Summer School is correct at the time of going online or to print and UoB will seek to deliver the Summer School in accordance with the description set out on the [Summer School webpage](#).

There may be situations in which it is desirable or necessary for UoB to make changes in Summer School provision, either before or after enrolment, for example to incorporate new scientific findings into the course materials or to enhance the quality of teaching and learning. UoB therefore reserves the right to:

- Make reasonable changes to the timetable, academic or professional staff specified for the Summer School;
- Make reasonable changes to the content and syllabus of the Summer School when necessary.
- Use selected third party providers when delivering the Summer School

We will make every effort to provide the Summer School as described, but in the event that we have to make changes to the Summer School content, format or any other significant change, we will let you know as soon as possible. If you are significantly and adversely affected by these changes and do not want to continue with the Summer School as a result of these changes then you will have the right to cancel your registration on the Summer School.

The views expressed and information provided by faculty members and all Materials provided to you during the Summer School are intended solely for the purpose of providing you with the services outlined above. They are not intended as advice to be relied on in other contexts, for example in connection with a business that you are running or are intending to run. **The School does not accept any liability if you do rely on such views, information or Materials for purposes other than the Summer School.**

## 6 Intellectual Property and Use of the UoB brand

All Materials provided by UoB in relation to the Summer School (and any intellectual property rights in the same) are and remain the property of UoB or, in case of materials belonging to third parties, of the relevant third party. UoB will obtain the necessary allowances and licences for materials used that are not the property of UoB.

Any use of any such materials and documentation that is not for the purpose of the Summer School requires the prior written approval by UoB in the form of an agreement.

Students must not use any such Materials provided by UoB for any other purposes than the ones set out in these terms and conditions. In particular but without limitation, use is not permitted for (i) any commercial purposes; (ii) as an official view or opinion of UoB; (iii) presenting as if it were yours own intellectual property; (iv) for dissemination of any parts of the UoB Summer School without UoB' agreement, in particular on social media. Ownership of any intellectual property rights in anything created by you during the Summer School, including anything created using the Materials, will belong to UoB and you hereby assign your rights and interest in all such intellectual property rights to UOB. This is to enable UoB to comply with the intellectual property rights conditions of the Partnership Agreement which requires all intellectual property created with the support of Interreg FCRBE funding to be owned by the Partnership Agreement partners.

Use of the UoB/SoR-c/FCRBE or NWE Interreg brands, name and/or logo is not permitted without prior written agreement of UoB, and the referenced partners or funder in the form of an agreement.

## 7 Student behaviour and discipline

Our Student Charter has been co-created by staff, students and students' union to realise the potential of our learning community. It sets out what we should all anticipate from our partnership in terms of expectations and commitments from students, the university, and the Student's Union. As a participant of the Summer School you are expected to conduct yourself in accordance with it.

### [Student Charter](#)

It is a condition of your agreement with us that you also agree to comply with our applicable rules, policies and regulations shown below plus any rules, policies and regulations which may be included in your Welcome Pack. Those most likely to be relevant to Summer School Students are:

### [UoB IT Regulations](#)

If you fail to follow these, or behave in a threatening or aggressive manner, or in a way that adversely affects other students, the School's employees or contractors, or bring the School into disrepute through your actions, we have the right to remove you from the Summer School.

## 8 Summer School language

The Summer School will be conducted in English.

If your first language is not English, you are required to be proficient in written and spoken English and be able to participate in group discussions and presentations in English. We do not accept liability for any inconvenience or failure to attend if you lack the required English language proficiency. We will assess your narrative application for English proficiency.

## 9 Limitation of Liability

Nothing in these terms and conditions will limit or exclude the liability of UoB for:

1. Death or personal injury arising from our own negligence, or
2. Fraud or fraudulent misrepresentation.

Further, our liability to you with respect to the provision of the Summer School, the cancellation, postponement, any negligence, any breach of these terms and conditions, or arising in any other way out of or in connection with the subject-matter of these terms and conditions, will not extend to (i) any indirect losses or damages, or to any loss of profits or loss of business, whether direct or indirect, even if we have been advised of the possibility of those losses or if they were within our contemplation; or (ii) any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

## 10 How we may use your personal information

The School will use your personal information in accordance with the :

Privacy Policy for SoR-c which is available on the [Summer School webpage](#)

You may be given further information about the processing of your personal data when you use specific services and facilities offered by UoB.

## 11 Complaints

If there is a problem with the enrolment process, or if you have any questions or complaints about the services, please contact us. You can contact us by email at [School-of-Re-construction@brighton.ac.uk](mailto:School-of-Re-construction@brighton.ac.uk)

## 12 Governing Law

These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales and you irrevocably submit to the exclusive jurisdiction of the English courts.

## 13 Other important terms

Nobody else has any rights under this agreement. This agreement is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the agreement or make any changes to these terms.

If a court finds part of this agreement illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

By submitting your application form, you agree that we may share this information, including your contact details, with the department or faculty providing the Summer School, and the designated team leaders for the Summer School and that you may be contacted by the department, faculty or team leader in connection with the Summer School.



## Annex A

### Model cancellation form

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To:  
UoB, University of Brighton

Phone: 0044 1273 642915

I hereby give notice that I cancel  
my contract for my enrollement on  
the Digital School of Re-  
construction Summer School 2021

Enrolled on:

Name of Applicant:

Email and address of Applicant:

Signature of Applicant (only if this form is notified on paper)

Date

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	0.3	<b>Review from Post-Award Manager,</b>	Jenni Wilburn
	0.4	<b>Final Version updated 12.02.2020</b>	Siobhan O'Dowd
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