

## **RED SMART ACADEMY TERMS & CONDITIONS**

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It is important that you have read and understood these conditions as you will be deemed to have accepted them when you make a payment to Falmouth Flexible or to Hearst UK for your Red Smart Academy course.

### **1. Who is Red Smart Academy?**

- 1.1. Red Smart Academy is a partnership between Falmouth Flexible and The National Magazine Company Limited established to provide personal and professional development courses.
- 1.2. Falmouth Flexible is the trading name used by Falmouth University for the delivery of their portfolio of online courses. Falmouth Flexible Limited is the name of the company set up with the sole purpose of delivering the Falmouth Flexible courses. Falmouth Flexible Ltd, whose registered address is at Kett House, Station Road, Cambridge CB1 2JH, is registered in England under company number 10062305.
- 1.3. Falmouth University delivers these courses in partnership with Cambridge Education Group Ltd (CEG).
- 1.4. Red Magazine is part of Hearst UK, the trading name of The National Magazine Company Ltd, whose registered address is 30 Panton Street, Leicester Square, London SW1Y 4AJ; registered in England under the company number 112955.

### **2. Booking**

- 2.1. Bookings for the course must be made using the form available on the Falmouth Flexible website or via the Hearst UK website.
- 2.2. By accepting your place, you warrant that you have a comfortable level of English language (speaking, listening, reading & writing) proficiency that will enable you to comfortably engage with and successfully complete the course.
- 2.3. The course is delivered wholly online; by accepting a place you warrant that you have a reliable internet connection capable of supporting your participation on the course; the minimum internet speed required is 512kbps.
- 2.4. We cannot accept your booking unless you are aged 18 or over. By submitting your booking, you warrant that you are aged 18 or over. If this turns out to be incorrect, we will be entitled to cancel your place on the course on written notice to you.

### **3. Fees and payment**

- 3.1. Full payment of fees must be received prior to the commencement of the course. Your place cannot be guaranteed until a completed booking form and full payment has been received. You will receive an acknowledgement of your payment and acceptance to the course within 3 working days from your payment being made.
- 3.2. Fees can be paid via the Checkout on our Red Smart Academy website (<https://flexible.falmouth.ac.uk/red-smart-academy/>) or on the Hearst Magazines

website (<https://www.hearstmagazines.co.uk/red-smart-academy>) and can be made by Credit or Debit card or PayPal. We do not accept bank transfers or cheque.

#### **4. Cancellation by us**

- 4.1. Please note that all courses are subject to minimum numbers and may be cancelled if too few bookings are received.
- 4.2. If we cancel a course we will endeavour to give you at least two weeks' notice and offer a place on a subsequent course or a full refund for the course fee.
- 4.3. We reserve the right to the following:-
  - 4.3.1. amend the course content
  - 4.3.2. change the courses dates
  - 4.3.3. substitute lecturers and tutors;

#### **5. Cancellation by you**

- 5.1. You have the right to cancel your acceptance of the place within 14 days of the receipt of payment. You do not need to give a reason, but you must inform us in writing by email at:
  - 5.1.1. if purchased via redsmartacademy.co.uk, please email [redsmartacademy@falmouth.ac.uk](mailto:redsmartacademy@falmouth.ac.uk);
  - 5.1.2. if purchased via hearst.co.uk, please contact [redsmartacademy@hearst.co.uk](mailto:redsmartacademy@hearst.co.uk).
- 5.2. If you cancel within this period and you have not enrolled on the course or accessed the course content, you will receive a full refund of fees paid. If you withdraw after the 14 day period, no refund will be given.
- 5.3. If you cancel within 14 days of receipt of payment but you have enrolled on to the course and accessed the course content, you will be entitled to a refund minus an administration fee of £50 and a deduction for the content you have accessed.
  - 5.3.1. The deduction will be calculated based on the number of weeks' content you have accessed (for example, if the total cost of a four-week course is £400 and you have accessed one week's content, you will be deducted £100 + £50 administration fee = total refund of £250).
- 5.4. We aim to process refunds within 3 weeks of your request. Please note, at busy periods this may take longer.
- 5.5. All refunds will be calculated in Pounds Sterling. No refund for any shortfalls due to exchange rate fluctuations, or other compensation for any bank or other charges incurred shall be made.
- 5.6. All refunds will be only paid to the original payee.
- 5.7. You can also request to defer your place to a future instance of the course should there be one within the next 12 month period. Please contact the e-mail address above. All requests will be considered and agreed at our discretion.

#### **6. Non-attendance**

- 6.1. Non-attendance due to illness, for personal or professional reasons, or due to technical problems arising from your services or equipment, does not guarantee the right to a

refund, extra tuition or a course transfer. However, in such an event we will consider all the circumstances and take such action that we consider to be fair and reasonable.

- 6.2. Please note that if alternative options are offered there may be an additional administrative or fee charges. If this is the case, this will be made clear prior to any alternative being agreed.

## **7. Certificates**

- 7.1. On completion of a non-credit bearing short course, Red Smart Academy and Falmouth University will provide you with a certificate of completion (unless you fail to engage with or complete the course). The name given on the booking form will be the one that appears on the certificate and it will be emailed to the address given at the point of booking.

7.1.1. The certificate of completion offered is dependent upon your full participation with the course and will be issued on completion of a multiple-choice quiz at the end of the course. Whilst there is no formal assessment of your learning, students are expected to engage with scheduled sessions and the course content. If it is found that you have not been logging in to the course VLE, we reserve the right not to issue the certificate of completion and no refund will be made in this circumstance.

- 7.2. Please note that the certificate does not entitle you to any university credit.
- 7.3. If you fail to complete the course you will not be entitled to retake it. If you wish to take the course again you should rebook and pay again for the next available date.

## **8. Code of Conduct**

- 8.1. Participants are expected to conduct themselves in a professional manner and with respect for the online environment, fellow participants, teachers and support staff. If a participant becomes persistently disruptive, they may receive a verbal or written warning and, if this does not resolve the situation, we reserve the right to withdraw you from the course without refunding any fees paid or issuing the certificate of completion.

## **9. Disabled participants**

If you have study support needs related to a disability, including dyslexia and other specific learning needs, mental health conditions, or other health conditions, we will seek to support you whenever reasonably possible. If you have not yet disclosed that disability, we would encourage you to do so at the earliest opportunity to assist us in putting in place the appropriate support in good time. You can tell us about the support you need by disclosing your disability before or during your application, or once you have accepted a place on your course; please [email us](#) to discuss your requirements.

## **10. Complaints**

- 10.1. If you have any complaints about the course or associated services, please raise this with us in writing at [redsmartacademy@falmouth.ac.uk](mailto:redsmartacademy@falmouth.ac.uk) as soon as possible and not later than within 14 days of the dissatisfaction occurring. We will provide a written acknowledgement within five working days; we aim to complete an investigation and a

written response sent within 20 working days, although this period may need to be extended if affected by University vacation periods and/ or depending on the complexity of the complaint.

## **11. Data Protection**

11.1. The data contained in your application form which is necessary for the management and administration of the course will be processed by Falmouth Flexible Ltd and Hearst UK for these purposes, and otherwise in accordance with Hearst UK's and Falmouth Flexible Ltd's Privacy Notices which can be found here:

- [Falmouth Flexible Ltd, \(covered by CEG Ltd Privacy Notice\)](#)
- [Hearst UK](#)

## **12. Variation of Conditions**

- 12.1. We may, by written notice, vary these terms and conditions as may be necessary to comply with the laws and regulations of England and Wales or amendment thereof.
- 12.2. We additionally reserves the right, upon giving written notice of such change to all affected participants, to make an addition, amendment or alteration to these conditions as is deemed necessary by us. You may cancel your agreement with us, and receive a full refund, if you do not agree to amendments made under this clause.

## **13. General**

- 13.1. The relationship between us shall be governed by and in accordance with the laws of England and Wales and we and you agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.
- 13.2. A Person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.
- 13.3. We shall not be liable for any failure or delay in the performance, in whole or part, of any or our obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control including, but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), 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, pandemics, epidemics or other outbreaks of disease or infection, failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.