

NCELP Continuing Professional Development (CPD) Course Terms and Conditions

In these terms and conditions, references to “we” or “us” are to the National Centre for Excellence for Language Pedagogy ([NCELP](#)) at the University of York a body incorporated in England and Wales by Royal Charter with registration number RC000679 whose principal offices are at Heslington, York, YO10 5DD, England.

In these Terms, references to “you” or “your” or the “Participant” are references to you as the participant wishing to attend a course delivered by us to which these terms apply. You are entering into an agreement in accordance with the terms and conditions set out below in order for you to attend a course with us.

1. Cancellation

- a. You may cancel your place on the course by emailing enquiries@ncelp.org with as much notice as possible to allow for the registration of a waitlisted applicant. The following cancellation terms apply:
 - i. In the event that we cancel the course, the University of York will not accept responsibility for any additional costs incurred by you or your school (for example cover arrangements).
- b. We reserve the right to cancel or reschedule any course at any time if circumstances arise outside of our control.

2. Attendance

- a. Participants will:
 - i. Confirm their attendance at each session by completing a Google Form as instructed.
 - ii. Confirm their completion of the course by completing a Google Form as instructed in their final session.
- b. Substitutions may be made up to two working days prior to the course start date, provided you inform us in writing (to enquiries@ncelp.org) and the new participant meets and completes all registration criteria and requirements (including pre-course knowledge quiz). No substitutions are permissible after the start of a course.
- c. In the event of a participant not attending the course online, this is viewed as a cancellation without any notice.
- d. In the event of a participant arriving late, without notice, to a session, we reserve the right to deny admission to the session. In the case of live online courses, the Zoom room is usually closed ten minutes after the advertised course start time, for security purposes.
 - i. If lateness is due to circumstances beyond the participant's control, they may be able to complete the missed module online and thereby still be eligible to complete the course.

3. Registration Requirements

- a. You will be considered for course registration if a complete application form has been submitted via our online application form by midnight on Tuesday 14 December 2021
 - i. You will be successfully admitted to register for a course if:
 1. You are involved in Modern Foreign Language education (and can cascade course content to MFL colleagues, including to in-service and/or pre-service teachers or trainees).
 2. You are:
 - a. EITHER working in an eligible school in England (that teaches French and/or German and/or Spanish)
 - i. Schools that receive public funding from the government are eligible.
 - ii. Private and independent schools are not eligible.
 - b. OR a state-funded university-based or SCITT-based teacher trainer providing courses to secondary pre-service teachers or trainees in French and/or German and/or Spanish teaching
 - c. You accept these terms and conditions.
 - ii. We reserve the right to amend these criteria at any time.
- b. If successful in your application you must complete the pre-course knowledge quiz to register for a course.
 - i. You will be offered the choice of at least two courses, subject to availability.
 - ii. If the pre-course knowledge quiz is not completed within 14 calendar days, you may lose access to registration.
- c. You commit to
 - i. Completing the pre-course and post-course knowledge quizzes
 - ii. 1 hour of pre-reading per session
 - iii. Five 2.5hr course sessions online
 - iv. 1 hour of post-session task for sessions 1-4
 - v. Confirming session attendance and course completion as outlined in 2a.

4. Live and online content

- a. Live courses will be managed according to our preferences and the most appropriate way to communicate the subject content and achieve the learning outcomes.
- b. You will be sent a code of conduct before the start of the session and this will be available in the Learning Management System (LMS), which will be hosted on the NCELP website and/or the Administrate training management

platform. You are expected to read the code of conduct in advance of the session and follow the code while attending the course.

- c. You will be informed how the session will run at the start and will be informed how to ask questions during the session.
- d. We reserve the right to mute participants on Zoom whilst the Course Leader is speaking or in extreme cases remove you from the session and/or course if you do not follow the code of conduct.
- e. Opinions expressed by participants in a live session do not constitute our opinion.
- f. All live courses will have the potential for participants to pose questions, but there is no guarantee that all individual questions will be answered - if the group size and time does not allow for individual answers, questions will be grouped into themes or answered during learning support office hours on Slack (communications platform) (see 5).
- g. We may terminate your account or your access to/use of the LMS with immediate effect
 - i. if we reasonably believe you are in breach of these terms and conditions and/or the code of conduct;
 - ii. in order to prevent any abusive, fraudulent or unlawful activity; and
 - iii. where necessary to prevent or stop any harm or damage to the university, any learner or the general public.

5. Office Hours – Learning Support

- a. You will be sent a code of conduct before you can access online office hours for learning support on the communication platform, also known as Slack. You are expected to read the code of conduct in advance of the session and follow the code while engaging on Slack.
- b. We reserve the right in extreme cases to remove you from the Slack and/or course if you do not follow the code of conduct.
- c. Opinions expressed by participants in a live session do not constitute our opinion.
- d. All Slack office hours will have potential for participants to pose questions, but there is no guarantee that all individual questions will be answered - if the group size and time does not allow for individual answers, questions may be grouped into themes or addressed at future sessions.

6. Intellectual Property

- a. Except as may be expressly stated in this agreement, nothing in these terms and conditions shall be construed as granting to you any right, title, or interest in any of our intellectual property rights.
- a. You must comply with all copyright notices and/or licence terms and/or restrictions contained on the LMS Content.
- b. Attributions contained in the LMS Content must not be removed.

7. Liability

- a. The LMS including any LMS Content is provided to you “as is” and we exclude all representations, warranties, conditions and terms expressly or implied by statute, common law or otherwise to the fullest extent permitted by law.
- b. We do not guarantee that:
 - i. use of the LMS, Slack or Zoom will be compatible with all hardware and software,
 - ii. use of the LMS, Slack or Zoom will be uninterrupted or error or virus free,
 - iii. use of the LMS, Slack or Zoom will deliver any specific outcome for its users, or
 - iv. defects on the LMS, Slack or Zoom will be corrected (save for those defects which the University of York is obliged to correct by law).
- c. You must take appropriate steps to ensure that you regularly check for and protect against viruses when using the LMS, Slack or Zoom on any device.
- d. Subject to 8f we shall not be liable to you for consequential, indirect, special, or punitive damages including, but not limited to, loss of revenue and loss of opportunity.
- e. To the fullest extent permitted by law and subject to 8f, our aggregate liability to you, under or in relation to these terms and conditions shall be limited to £500.00 (five hundred pounds).
- f. Neither party shall be liable to the other for any consequential, indirect, special or exemplary damages arising of or related to this Agreement.
- g. Nothing in these terms and conditions shall exclude or limit liability for negligence resulting in personal injury or death; fraud; or for any other type of liability that, by law, cannot be limited or excluded.
- h. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

8. Data Protection

- i. Any personal data disclosed to us by you for the purposes of applying to the course will be processed as set out in the following document which is incorporated into this agreement: www.ncelp.org/cpd/applicant-privacy-notice
- j. Any personal data disclosed to us by you for the purposes of participating in a course will be processed in accordance with the privacy notice which will be issued to you when your place on the course is confirmed: www.ncelp.org/ncelp-cpd-participant-pn