

# NCELP Continuing Professional Development (CPD) Course Terms and Conditions (Asynchronous Course)

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 registration on the course by emailing [enquiries@ncelp.org](mailto:enquiries@ncelp.org)
- b. We reserve the right to cancel the course and access to the NCELP Learning Management System (LMS) at any time if circumstances arise outside of our control.

## 2. Participation

- a. Participants will:
  - i. Confirm their participation in the course by completing a *Qualtrics* form as instructed.
  - ii. Confirm their completion of the course by completing a *Qualtrics* form as instructed in their final module.
- b. Substitutions cannot be made on the asynchronous version of the CPD course. Participants will create an NCELP account on the NCELP LMS.

## 3. Registration Requirements

- a. You will be considered for course registration if a complete application form has been submitted via our online application form. The asynchronous CPD course will open on the NCELP LMS week commencing 25 April 2022 and will remain open until Sunday 13 November. Applications will close at midnight on Sunday 2 October 2022.
  - i. You will be successfully admitted to register for a course if:
    1. You are involved in Modern Foreign Language education
    2. 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 complete your registration for the course.
- c. You commit to the following (in your own time at your own pace)
  - i. Completing the pre-course and post-course knowledge quizzes

- ii. 1 hour of pre-reading per module
- iii. Five 2.5hr course modules (split into parts with recorded content and activities)
- iv. 1 hour of post-module task for modules 1-4
- v. Completion of pre-reading quizzes, module evaluations and course completion question as outlined in 2a.

## 4. Online Content

- a. You will receive guidance on how the course has been set up in the NCELP LMS and how to progress through the course.
- b. We recommend participants leave at least a week between modules to allow time for follow-on activities and taking learning back into the classroom and/or discussing your learning with your MFL colleagues.

## 5. Learning Support

- a. You will be sent a code of conduct before you can access online learning support on the communication platform, also known as Slack. You are expected to read the code of conduct in advance of the course 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 on Slack do not constitute our opinion.
- d. Slack is offered for participants to pose questions of fellow participants and the NCELP team, but there is no guarantee that all individual questions will be answered - questions may be grouped into themes or addressed in optional synchronous 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 or Slack will be compatible with all hardware and software,
  - ii. use of the LMS or Slack will be uninterrupted or error or virus free,
  - iii. use of the LM or Slack will deliver any specific outcome for its users, or
  - iv. defects on the LMS or Slack 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 or Slack on any device.
- d. Subject to 8 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 8, 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

- a. Any personal data disclosed to us by you for the purposes of applying to the course will be processed as set out in the [applicant privacy notice](#) which is incorporated into this agreement.
- b. Any personal data disclosed to us by you for the purposes of participating in a course will be processed in accordance with the [participant privacy notice](#) which will be issued to you when your registration is confirmed.