



Aga Khan University Institute for the Study of Muslim Civilisations (AKU-ISMC)

Terms and Conditions

1. Definitions

- 1.1 “Contract” means the Application Form together with the Letter of Offer and these Terms and Conditions.
- 1.2 “Course” means the course titled “Gender in Muslim Contexts”.
- 1.3 “Course Fees” means the full fees payable in respect of the Course as set out in the Course Outline available at the Course Homepage and the Application Form.
- 1.4 “Course homepage” means <https://www.aku.edu/ismc/study/Pages/summerprogramme.aspx>
- 1.5 “Course Material” means any material provided by Us to You that is required for participation or understanding content such as assigned readings, video recordings, exams, and any other material needed for learning.
- 1.6 “Course Outline” means the document containing key information about the course. It contains important information such as course description, course schedule, learning outcomes, learning/assessment tasks, due dates for assessments, assessment criteria, assessment submission procedures, prescribed texts and recommended readings, grades of assessment and your responsibilities as a Participant.
- 1.7 “Duration of the Course” means 28th June 2021 to 6th July 2021.
- 1.8 “Application Form” means the application for enrolment in the Course, assessable via – <https://forms.office.com/Pages/ResponsePage.aspx?id=KiXUpfkCYE6W8Jczuq5JGbOkisCs4PJHhpYAbui9ZYZUM1FBWFVEMjZWmkZXVkvNQ0RWUIZWUUIPMC4u>
- 1.9 “Letter of Offer” means acceptance to the Course on the condition that the Course Fees shall be paid in accordance with the schedule as set out in Letter of Offer.
- 1.10 “Terms and Conditions” means these terms and conditions contained in the Course Outline available online at the Course Homepage.
- 1.11 “Participant” means the person attending the Course.
- 1.12 “We” or “Us” or “Our” means The Aga Khan University (International) in the United Kingdom (UK) incorporated in England as a company limited by guarantee number 4448389 and Registered Charity Number 1179136 having its registered office at Aga Khan Centre, 10 Handyside Street, London N1C 4DN.
- 1.13 “You” or “Your” means the Participant.
- 1.14 “GBP” refers to the currency of the United Kingdom, Great British Pound Sterling.
- 1.15 “PayPal” is referring to PayPal Holdings Incorporated, <https://www.paypal.com/uk/business>

2. Contract

- 2.1 Your Application Form constitutes Your intention to attend the Course in accordance with these Terms and Conditions. By submitting the Application Form, you confirm that you are over 18 years of age and if accepted, You will be bound by these Terms and Conditions.
- 2.2 Receipt of your Application Form does not guarantee Your admission to the Course. Your Application Form shall only be deemed to be accepted when We provide you with a Letter of Offer and You have paid your Course Fees.
- 2.3 Any descriptive matter or advertising issued by Us and any descriptions or illustrations contained on Our Course Homepage, catalogues or brochures are for promotional purposes and is to be used for reference only.

- 2.4 We agree to deliver the Course with reasonable skill and care and in all material respects in accordance with the Course Outline.

3. Course Fees

- 3.1 All Course Fees are payable in advance. The Course Fees will be specified on your respective Letter of Offer (175 GBP for students, alumni from AKU and partnering institutions, retired and unemployed persons; 300 GBP for professionals).
- 3.1.1 Partnering institutions eligible for alumni discount only include Ca' Foscari University, Simon Fraser University, and the Doha Institute for Graduate Studies.
- 3.1.2 Alumni status is only referring to someone with a fully completed and awarded degree programme from one of these institutions identified in 3.1.1.
- 3.1.3 To receive a discounted rate on the basis of your Alumni status, evidence of Your alumni status to one of these institutions identified in 3.1.1 must be provided in the Application Form.
- 3.2 The Course Fee and payment date is outlined in your Letter of Offer; the fee should be paid no later than the date specified.
- 3.3 The Course Fee includes a non-refundable administration fee, amounting to 50.00 GBP.

4. How to pay

- 4.1 The Course fees can be paid by You at the requested date through an online PayPal invoice sent by Us.
- 4.2 For countries that do not allow PayPal, an invoice will be emailed by Us and paid by You through an online bank transfer. Our details for payment of the Course Deposit and/or Course Fees are as follows:

Reference number: SP2021

Bank account and Branch: Lloyd's Bank, Pall Mall, St James, 8-10 Waterloo Place, London SW1Y 4BE

Account number: 03998209

Sort code: 30-00-08

Swift: LOYDGB21012

IBAN: GB91 LOYD 3000 0803 9982 09

5. Cancellation

- 5.1 In addition to any rights you may have at any time prior to the commencement of the Course, you may give notice in writing to Us on or before 31st May 2021 that you that you no longer wish to attend the Course and You will be released from all the obligations in relation to the Course. You will be refunded an amount 50.00 GBP less than what you have paid, as an administration fee deducted from your refund.
- 5.2 If You inform us in writing that You are cancelling your attendance of the Course between 1st June 2021 and 13th June, You will be refunded 50% of the amount paid by You.
- 5.3 In the event that cancellations are made by You on or after the 14th June 2021, You will not receive any refund.
- 5.4 In the event that We have to cancel by Us due to very low enrolment or last-minute unforeseen circumstances, you will be contacted promptly.
- 5.5 Refunds will only include Course Fees. Any additional costs that are not included in the Course Outline will not be considered in the refund.

6. Copyright and Intellectual Property Rights

- 6.1. You may use the Course materials for the Duration of the Course for the purposes of the Course only or as otherwise specified by Us.
- 6.2. We hold the sole and exclusive rights of copyright and other intellectual property in relation to course materials and We reserve the right to alter the Course contents, if required.
- 6.2. In attending the Course, You agree that You will not copy or permit to be copied any of the Course materials, nor disclose or permit the disclosure, sell or otherwise pass on those materials to others, unless agreed otherwise in writing by Us.
- 6.3. Work prepared and submitted for assessment by You is assigned to and vested in Us, except where specifically agreed otherwise in writing. However, permission to publish will not be unreasonably withheld.
- 6.4. Upon acceptance in the Course, We will make a formal offer to you. However, We reserve the right to withdraw this offer if:
 - 6.4.1 any of the information provided by you at the point of offer is found to be incorrect or incomplete, or
 - 6.4.2 if you fail to provide information or evidence which confirms that You cannot meet one or more of the conditions contained in the offer, and
 - 6.4.3 If you fail to pay your Course Fees.

7. Your obligations

- 7.1 You agree to:
 - 7.1.1 pay Course Fees in advance as stated in the Letter of Offer.
 - 7.1.2 ensure that you meet any language or qualification requirements applicable to the Course, as set out in the Course Outline.
 - 7.1.3 ensure that you familiarise yourself with Our policies applicable to the provision of the Course, including academic regulations and policies relating to health and safety, privacy policy and Code of Conduct. You can access these policies by contacting ismc.marketing@aku.edu.
 - 7.1.4 where applicable, provide your original passport, visa documents or any other relevant original documents, showing evidence of your student or alumni status. We may make and keep copies of these documents.

8. Termination

- 8.1 We may terminate the Contract immediately by serving written or verbal notice in the event that:
 - 8.1.1 Course fees are unpaid by the date it becomes payable;
 - 8.1.2 You breach any of the terms of this Contract.

9. Data protection

- 9.1 All personal information provided by You will be used and held in accordance with Our Privacy Policy at <https://www.aku.edu/ismc/about/SiteAssets/Pages/data-usage/AKUUK%20Data%20Protection%20Policy.pdf>
- 9.2 We use your personal information that we hold in our records for registration purposes and to undertake research or to plan or improve our services. It is necessary 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 any of your contact details.

- 9.3 By submitting an Application Form, You confirm that that You understand and agree to Your data being uploaded to a Microsoft Teams folder. These data will not be used for any purpose other than making admissions and scholarship decisions. Anonymised data will be used to analyse the distribution and composition of Our participants.
- 9.3.1 An application by You can alternatively be submitted via an email to ismc.marketing@aku.edu with Your CV and Statement of Motivation attached.
- 9.4 We are not responsible for the data protection of services provided by PayPal. PayPal's data protection policy can be found online via <https://www.paypal.com/uk/webapps/mpp/ua/privacy-full>

10. Special circumstances

- 10.1 If, in our reasonable opinion, your presence is an impediment to the provision of any of Our services or brings Us into disrepute, as determined by Us, We may exclude You from all or part of the Course. In these circumstances we will not refund any Course Fees paid by You and We shall not be held liable for that.

11. Accreditation of the Course

- 11.1 The Course is not accredited and may not be used (in whole or in part) to satisfy the requirements of any degree or diploma awarded by Us.

12. Limited Liability

- 12.1 Our sole liability shall be for direct loss or damage incurred or suffered by You or death or injury to You as a result of wilful default or negligence on Our part in the performance of Our obligations under this Contract and which liability is not otherwise excluded or restricted by this Contract, but such liability shall in no circumstances exceed the Course Fees in the aggregate in respect of all such losses, save that there shall be no limit of liability in respect of death or injury to You.
- 12.2 We do not guarantee any specific results or outcomes of the Course or any assessment related to the Course.
- 12.3 We accept no liability if You are unable to attend the Course due to adverse weather conditions, ill-health, poor IT connectivity, weak broadband, and any travel disruption.
- 12.4 We will not be held responsible for any infringements as a result of plagiarism, libel, slander or any misuse of any material.

13. Support for Students with Disabilities or Learning Difficulties

- 13.1 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 ismc.marketing@aku.edu 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. We encourage You to contact Us as soon as possible in order to make appropriate arrangements for You.

14. Miscellaneous

- 14.1 We and You agree that no person who is not a party to this Contract is to have the benefit of or be capable of enforcing any term of this Contract as a result of the Contracts (Rights of Third Parties) Act 1999.
- 14.2 If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.

- 14.3 Any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and you irrevocably submit to the non-exclusive jurisdiction of the English courts.
- 14.4 We will not be liable to You for any delay in or failure to perform our obligations as a result of any cause beyond our reasonable control, including but not limited to an Act of God, decree of Government, fire, flood, explosion, sabotage, riot, rebellion, war, civil war, armed conflict, terrorism, nuclear, chemical or biological contamination, disease, quarantine, official strike or similar official industrial action or dispute, and/or unavailability of teaching personnel which directly unable Us to comply with all or a material part of our obligations under these Terms and Conditions. If such delay or failure cannot be resolved, You or We shall be entitled to terminate the Contract by notice in writing.
- 14.5 The Contract constitutes the entire agreement between Us and You. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by Us or on Our behalf which is not set out in this Contract.

15. How to contact us

- 15.1 If you have any questions or queries, please contact Us by email (ismc.marketing@aku.edu) or by post at the following address:
Alexandra Khan
Aga Khan University Institute for the Study of Muslim Civilisations
Aga Khan Centre
10 Handyside Street
London, N1C 4DN
United Kingdom
- 15.2 We will confirm receipt of your communication by email or by post to the address You have provided Us in the Application Form.

16. Scholarships

- 16.1 Up to Five fee-waiving scholarships are awarded to exceptional applications to study on this Summer Programme.
- 16.2 Scholarships are awarded at the discretion of AKU-ISMC.
- 16.3 Scholarship recipients will not have to pay any registration fees for attending this course. The scholarship does not include the transfer of any funds.
- 16.4 The deadline to apply for a scholarship is 31 March. Applications for the scholarship are submitted through the Application Form.
- 16.5 Applications are awarded on a case by case basis, based on the details provided in the Application Form.
- 16.6 Individual applications will not be provided with feedback, and only successful applicants will be contacted.