



WNU PROGRAMME TERMS AND CONDITIONS

1. Definitions

1.1. In these terms and conditions, the following definitions apply:

Acceptance Email: has the meaning given in clause 3.3.

Booking: means your booking for a place on a Programme which is confirmed in an Acceptance Email.

Payment Window: means the 21-day period which begins after you receive an Acceptance Email and Invoice, during which time you are required to make payment of Tuition Fees.

Cancellation Period: means the 21-day period which begins the day after you receive an Acceptance Email and Invoice confirming that we have received Your Tuition Fees, during which time you have the right to cancel for any reason.

Commencement Date: means the date on which we commence the Programme.

Contract: means the legally-binding arrangement between you and us for the provision of the Programme in accordance with these Terms which is formed when we send you the Acceptance Email.

Course: means a taught or research-based course which forms part of the Programme.

Intellectual Property Rights: means materials patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Offer Email: means an email sent to you confirming our offer of a place on the Programme

Programme: means the programme of study for which you apply to be registered and as stated in our Offer Email, including any applicable Courses.

Sponsor: means any third party which may pay your Tuition Fees.

WNU: means the World Nuclear University, a trading division of the World Nuclear Association, a company registered in England and Wales, with company number 01215741 and having its registered office at Tower House, 10 Southampton Street, London, WC2E 7HA also referred to as **we**, **us** and **our**.

Terms: these terms and conditions and the Annex to them as set out below.

Tuition Fees: means the Tuition Fees which are payable to us for the teaching, administration and other academic services related to your Programme.

Website: means <https://www.world-nuclear-university.org/>, and any booking website which is linked to from all relevant WNU websites.

'you' and 'your': means you, the student, who has applied to attend a Programme.

2. Your Agreement with WNU

- 2.1. These Terms and any document referred to herein set out the basis of your relationship with WNU when you apply for a Programme and for the duration of the Programme.
- 2.2. The Contract is made up of these Terms and the Offer Email and comes into force when you accept our offer by making payment of the Tuition Fees as further set out in clause 3.3 below. Details of the Programme will be set out on the Website however these are subject to change at any time, including after the Contract is formed between you and us.
- 2.3. The Contract is made with you personally and not your Sponsor and you shall be responsible for payment of the Tuition Fees however please note that we may agree to transfer this Contract to an alternative applicant where such alternative applicant is able to provide evidence that they meet eligibility criteria as set out on the Website. Any such transfer will be in our sole discretion and must be made in writing (which includes email) in order to be effective.
- 2.4. This Contract requires you to abide by these Terms, the Offer and our Code of Ethics, Code of Conduct, the COVID-19 Policy applicable as at the date of any Course and any other rules, regulations, policies and procedures and academic requirements that are relevant to your Programme (together the **Policies**). In the event that the provisions of these Terms conflict with the Offer or the Policies, then the provisions of the Policies shall take precedence.

3. Admissions

- 3.1. Details of admissions eligibility requirements can be found on the Website. When you submit your application to us, you may be asked to provide evidence that you meet the eligibility requirements. Your submission of an application for a place on the Programme is confirmation that you are able to fund the Tuition Fees (or that you have a Sponsor who will reimburse you), that you meet the eligibility requirements and that all evidence provided is true and accurate.
- 3.2. If we consider you be suitable for the Programme we will send you an Offer Email and an invoice for the Tuition Fees.
- 3.3. You are deemed to have accepted our offer of a place on the Programme upon:
 - 3.3.1. your payment of the Tuition Fees in full and cleared funds within the time period specified in clause 4.2 below at which time a Contract will come into force between you and us. We shall send you confirmation of your payment and acceptance by email (**Acceptance Email**). If you do not pay within the time period specified in clause 4.2 below we may withdraw our offer of a place on the Programme which we will do by email; or
 - 3.3.2. If you are in receipt of IAEA funding, where the IAEA is your Sponsor, a Contract will come into force between you and us when you confirm in writing (including email) our offer to you of a place at a Programme.
- 3.4. The Programme may include the provision of accommodation, meals and some subsistence expenses which will be set out on the Website. For the avoidance of doubt WNU is not responsible for your travel, insurance and any expenses which they may incur during the Programme except as stated on the Website in relation to the Programme. Please see the FAQ section of the Website for the Programme for further details of what is provided.
- 3.5. We reserve the right to withdraw any offer that we have made to you in an Offer Email, or terminate the Contract, if it becomes apparent that your application is inaccurate or

incomplete or you have provided false information. No refund of Tuition Fees will be made in these circumstances and we shall not be responsible nor liable to you in this regard for any reason, including for any expenses incurred by you in respect of the Programme prior to the cancellation or withdrawal.

4. Tuition Fees

- 4.1. The price of the Tuition Fees (which will include VAT if applicable) will be the price confirmed during the application process on the Website and as set out in the Offer Email. Details on how to pay the Tuition Fees will be detailed in our Offer Email and/or invoice.
- 4.2. We will send you an invoice for the Tuition Fees alongside the Acceptance/ Offer Email which you or your Sponsor must pay within **twenty-one (21) calendar days** of receipt.
- 4.3. If we do not receive payment of our invoice when due we reserve the right to withdraw our offer of a place on the Programme by notice to you in writing.
- 4.4. All payments of Fees must be made in the currency stated on the WNU website and are inclusive of any applicable VAT and any other taxes where applicable.
- 4.5. The Website FAQs for the Programme will detail what is included, which varies according to the programme type and location. During some programmes, website will detail whether any accommodation, technical tours, meals, social events and/or activities and any allowances are included in the Tuition Fees and we shall not be liable nor responsible for any costs or expenses you may incur outside of this including but without limitation any daytrips, travel or alternative accommodation. For the avoidance of doubt, Tuition Fees do not include travel, insurance or any other costs and expenses which you may incur prior to or during the period of the Programme.

5. Cancellation Period

- 5.1.1. As you have agreed and entered into the Contract with us by means of distance communication, you may cancel the Contract and withdraw from the Programme for any reason within twenty-one (21) calendar days which begins the day after you receive the Acceptance Email, this period is known as the **Cancellation Period**. If you wish to terminate the Contract and forfeit your place on the programme, you must notify us by writing to wnu@world-nuclear.org within the Cancellation Period.
- 5.1.2. If a Sponsor is paying Your Tuition Fees on Your behalf as agreed by us, you may withdraw from the Programme for any reason within twenty-one (21) calendar days which begins the day after you receive the Acceptance Email. This period is known as 'the Cancellation Period'. If you wish to cancel the Contract, you must notify us by writing to wnu@world-nuclear.org within the Cancellation Period.

6. Payment Window

- 6.1. As you have agreed and entered into the Contract with us by means of distance communication, it is imperative that you fulfil the obligation of remitting the stipulated Tuition Fees, as delineated in the provided Invoice. This payment is expected within a period of twenty-one (21) calendar days, commencing from the day after your receipt of the Acceptance Email and Invoice. The Payment Window coincides with the Cancellation Period.

- 6.2. If the payment **cannot** be made within the stipulated 21-day period, it is imperative to reach out to WNU for the purpose of rescheduling the payment date (at the discretion of WNU). It is crucial to acknowledge that irrespective of the payment date chosen, the cancellation policy remains applicable. Any delay or non-payment following an extension will incur a penalty charge based on the refund schedule. This penalty will be enforced from the extension request date or the final payment date, whichever transpires first.
- 6.3. Failure to complete payment or requesting a payment extension within the stipulated 21 days grants WNU the authority to forfeit the participant's place on the programme, with the vacancy being allocated to another candidate.

7. Cancellation outside of the Cancellation Period

- 7.1. In the event you wish to cancel the Contract (**Cancellation**) following the end of the Cancellation Period (invoice payment window) you may do so in writing to wnu@world-nuclear.org (**Cancellation Notice**). In the event that you do so, we will refund a proportion of the Tuition Fees as follows:
- 7.1.1. we will refund seventy five per cent (75%) of the Tuition Fees, if the Cancellation Notice is received seventy (70) calendar days or more before the Commencement Date;
- 7.1.2. we will refund fifty per cent (50%) of your Tuition Fees if the Cancellation Notice is received less than seventy (70) days, but before sixty (60) calendar days of the Commencement Date;
- 7.1.3. we will refund twenty-five per cent (25%) of your Tuition Fees if Cancellation Notice is received sixty (60) days or less but more than fifty (50) calendar days before the Commencement Date; and
- 7.1.4. we will not refund your Tuition Fees if Cancellation Notice is received fifty (50) calendar days or less before the Commencement Date.
- 7.2. All refunds are made in the currency with which you or your Sponsor paid the Tuition Fees. WNU cannot refund any shortfalls due to exchange rate fluctuations or offer compensation for any bank or other charges that may be incurred.
- 7.3. In the event that you are unable to attend the Programme you may nominate another person to take that place (**Replacement Student**) and request transfer of the Contract to such Replacement Student. In this case the provisions of clauses 3 and 4 shall apply and our agreement to the transfer of the Contract will be subject to receipt of evidence and confirmation that the Replacement Student meets the eligibility criteria. Failure to secure a replacement student upon withdrawal will result in a charge equivalent to a percentage of the cancellation fee. Refund eligibility is contingent upon the timely determination of whether a replacement will be provided or not. Until such time as we confirm in writing that the Contract may be transferred to the Replacement Student these Terms shall continue to apply in full to you.
- 7.4. In the event the Cancellation is due to the Student's ill-health or bereavement and this is notified to us at the time of the Cancellation Notice, we will consider any partial or total refund of your Tuition Fees on an individual basis in its absolute and sole discretion however evidence of ill-health or bereavement will be requested.

8. Registration

- 8.1. You shall comply with all pre-enrolment and registration procedures as requested by us, as specified on the Website, as set out during the application process or as set out in the Offer Email. Failure to comply with the Policies or the terms of the Offer Email or any other instructions issued by us may result in a termination of your place on the WNU Programme and a cancellation of the Contract.

9. Delivery of the Programme

- 9.1. We shall be entitled to change the Course or Programme as may be appropriate so as to:

- 9.1.1. take into account changes in law, regulation or the industry in general.;
- 9.1.2. Change or cancel technical tours to take into account requirements of the hosting entity;
- 9.1.3. replace any relevant teaching staff if they become ill or unavailable to teach for reasons outside of our control; or
- 9.1.4. as we otherwise deem necessary; and

we shall not be required to notify you of these changes.

- 9.2. In exceptional circumstances, we may consider it appropriate to cancel the Course or Programme and refund the Tuition Fees. This could be for reasons including but not limited to the following:

- 9.2.1. If there are not enough students registered on the Course or Programme resulting in it not being commercially viable to provide the Course or Programme;
- 9.2.2. An event outside of our reasonable control which prevents us from running the Course/Programme;
- 9.2.3. Any relevant teaching staff become ill or are unable to teach for other reasons outside of our control and we cannot find a suitable replacement in time.

- 9.3. If we have to cancel the Course or Programme we will notify you in writing via email. We will only refund tuition fees and not any other expenses you may have incurred for travel, medical expenses etc. we strongly advise you to take out an appropriate level of travel and medical insurance to cover the cost of your travel and any medical expenses, as well as any other expenses for which we will not be liable.

10. Force Majeure

- 10.1. Neither the WNU nor you will be liable for failure to perform any obligations to each other if it arises from a Force Majeure event. The expression **Force Majeure** shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, act of war or terrorism, military operations, insurrection or civil disorder, national or local emergency, pandemic, disease or epidemic (but specifically not a situation where you contract the disease or virus applicable to the pandemic, disease or epidemic), any natural disaster, industrial dispute, affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

- 10.2. The defaulting or delaying party shall give prompt written notice of the Force Majeure event to the other party, stating the period of time the occurrence is expected to continue and:
- 10.2.1. the parties agree to cooperate in good faith to mitigate the effect of any such delay or failure to perform in order to avoid or minimise disruption.
- 10.2.2. if the delay means that the parties cannot perform the obligations within the required dates, then the parties will consider deferring the fulfilment of these obligations to a time when they are able to be fulfilled.
- 10.3. If we cancel your Course or Programme before the Commencement Date as a result of a Force Majeure event, we will endeavour to re-schedule the Programme or offer a full refund of Tuition Fees, in accordance with Section 8.2. We will not refund any Tuition Fees paid to us if such cancellation of the Course or Programme happens after the Commencement Date as a result of a Force Majeure event.
- 10.4. If you are unable to attend the Course or Programme as the result of a Force Majeure event which occurs before the Commencement Date and you have acted in accordance with clause 8.2, we may offer a full refund of Tuition Fees, in accordance with Section 8.2 however this will be at our absolute and sole discretion. For the avoidance of doubt, we will not refund any Tuition Fees paid to us if the Force Majeure event occurs after the Commencement Date.

11. Your Responsibilities

- 11.1. By accepting the offer of a place on the Programme, you agree to:
- 11.1.1. (If you have a Sponsor) Make your Sponsor aware of these Terms.
- 11.1.2. Abide by the Policies.
- 11.1.3. Abide by any applicable laws and statutory requirements, including those in the host country and those relating to any visa obligations which may be placed upon you. Information on visas can be found on the website;
- 11.1.4. Notify us during the application process of, and keep us updating of any changes to, any disabilities which you might have to enable us to put in place any reasonable adjustments to enable you to access our services during your Programme; and
- 11.1.5. Accept that we may record any lectures or classes for promotional purposes or to enable us to monitor teaching, unless you notify us otherwise in writing prior to the Commencement Date.

12. WNU Accommodation and Subsistence

- 12.1. The Tuition Fee for in-person programmes includes accommodation for you on a single occupancy basis. WNU reserves the right to change the venue from the advertised location prior to the Programme to a similar venue In its sole discretion.
- 12.2. Meals or in the absence of provision of meals, reasonable subsistence costs, are covered by the Tuition Fees through the provision of a per diem each as set out in the FAQs for the Programme on the Website or as confirmed to you by us in your Offer Email or a subsequent email. You will be responsible for the budgeting of this stipend, which will be provided to you by WNU upon arrival at the event.
- 12.3. You agree:

- 12.3.1. not to do or permit to be done anything at the hotel or venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to hotel or venue or to any other customers of the hotel or venue, or any owner or occupier of neighbouring property;
 - 12.3.2. to comply with any instructions or notices from us, the venue or hotel;
 - 12.3.3. permit the venue or hotel to search all bags coming into or leaving the venue or hotel;
 - 12.3.4. not to cause or permit to be caused any damage to the venue or hotel, including any furnishings, equipment or fixtures;
 - 12.3.5. that you will be liable to cover any costs incurred should you cause damage to any hotel or venue property during the Programme and you agree to be responsible to us for any costs, charges, liabilities, expenses or losses that we incur in relation to any such damage;
- 12.4. Accommodation will only be provided for the period of the Programme: if for any reason you are obliged to remain in such accommodation after the completion of the Programme (or cancellation as the case may be) you will be liable for any further accommodation costs.

13. Complaints and Disciplinary Matters

- 13.1. If you are dissatisfied with any aspect of the Programme and believe that you are unable to resolve the matter informally in consultation either with the person who has caused the complaint or with a relevant member of staff, then you should use contact the WNU coordinating centre formally on wnu@world-nuclear.org.
- 13.2. You agree to conduct yourself in an orderly, responsible, and sober manner and at all times to respect the rights and views of others. Failure to do so may mean you will be penalised. The following list is indicative (but not exhaustive) of the type of offences which would constitute misconduct and you agree that you will not:
- 13.2.1. Engage in any act that will, or is likely to, disrupt teaching, study, research or administrative work of the WNU;
 - 13.2.2. fail to comply with the reasonable instructions provided by WNU or by any individual or body authorised to act for or on behalf of WNU.
 - 13.2.3. cause, or threaten to cause, injury to, or endanger the safety of, a member of staff, faculty or participant at the WNU, or a visitor to it;
 - 13.2.4. dishonest behaviour and/or fraudulent actions, which include submitting incorrect or misleading information to the WNU;
 - 13.2.5. engage in any form of conduct or communication, including that on social media, that can reasonably be considered to be bullying or harassment of a member of staff, another student, or any other member of the WNU community, as it is defined by the WNU's Policies.;
 - 13.2.6. engage in any act that will, or is likely to, damage or deface any part of the venue or accommodation;
 - 13.2.7. cause a Health and Safety concern;
 - 13.2.8. engage in any conduct or communication that will, or is likely to, bring the WNU into disrepute or unjustifiably harm the reputation of a member of it;

- 13.2.9. breach these Terms or any part of the Policies, or any penalties or measures that have been put in place under the WNU's Policies;
- 13.2.10. breach any agreement you may have with WNU in relation to accommodation provided to you;
- 13.2.11. commit a criminal act, and/or a breach of the Policies, which may or may not be punished in a court of law, on any of the premises as part of activities organised or authorised by the WNU and where they are related to the approved Business of the WNU;
- 13.2.12. use any of the venue or accommodation facilities improperly;
- 13.2.13. use the WNU's name or address in a public statement, or business or other venture, without obtaining the permission of the WNU;
- 13.2.14. use any of the WNU's registered trademarks without seeking permission from a relevant person in the WNU's central administration;
- 13.2.15. record a lecture, meeting or other WNU event, or use such a recording, without the permission of the lecturer or person or group who organised the event;
- 13.2.16. breach the Data Protection Act 2018 or the General Data Protection Regulation or any other applicable law or regulation covering rights of privacy and data protection. Those undertaking any investigation into alleged misconduct will take into consideration the short length of WNU Programme and seek to ensure that, as far as possible, disciplinary matters are addressed within the duration of the Programme. For the avoidance of doubt, if you are suspended from Your studies or are expelled as a result of Your misconduct, then no refund of Your Tuition Fees will be given.

14. Our Responsibilities

- 14.1. Save for the reasons set out in Section 8 and 9 of this document, we will use our reasonable endeavours to deliver the Programme to you as set out on the Website, subject to any changes which are made at any time prior to the Commencement Date.
- 14.2. We will endeavour to resolve any issues, concerns or complaints which you bring to our attention as efficiently and thoroughly as is possible in the circumstances.

15. Liability

- 15.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; supplied with reasonable skill and care.
- 15.2. If we fail to comply with these Terms, and subject to clause 21.3, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 15.3. Our liability to you, if found to be liable in respect of any negligence on Our Part or for breach of the Contract, is limited to the full Tuition Fees paid in accordance with your Contract. For the avoidance of doubt, we will not be liable for any indirect or consequential losses.

- 15.4. We will not be liable for any loss or damage to your property and shall not provide any insurance cover for such property.
- 15.5. You will be liable for any damage or loss that we incur as a result of any unlawful, negligent, unreasonable or unwarranted action, behaviour, omission or decision on your part.

16. Intellectual Property

- 16.1. As the 'creator' of your academic work, you will normally own the Intellectual Property Rights to it, provided such work has been solely created by you and does not infringe any third-party Intellectual Property Rights (we shall have no liability in respect of such Intellectual Property Rights).
- 16.2. All materials provided by WNU (**Materials**) and any Intellectual Property Rights in them shall remain the property of WNU or any relevant third party. Materials include all documentation provided to you by us in relation to the WNU programme which includes but is not limited to Course materials, reading materials, WNU brochure/information on website and any correspondence from the WNU to you.
- 16.3. If you intend to use any of these Materials for a purpose unrelated to that of the WNU programme, then you must seek written consent from WNU.
- 16.4. Otherwise, you must not use any such Materials provided by WNU for any other purpose than the ones set out in these Terms and Conditions. You will not be permitted to use the Materials for any commercial purposes, to present it as your own intellectual property or on social media without the written consent of WNU.

17. Personal Information

- 17.1. We will at all times comply with the Data Protection Act 2018 and the UK General Data Protection Regulation. We will only use your personal information as set out in our privacy policy.
- 17.2. If you have any complaints about the way the WNU has managed your data, you will first contact the WNU Coordinating Centre at wnu@world-nuclear.org, you have the right to contact the Information Commissioner's Office if you are unsatisfied with the WNU's response.
- 17.3. Unless you inform us otherwise by contacting wnu@world-nuclear.org: As agreed when you submitted your application, we will retain your personal information to contact you with WNU-related information that we feel is relevant to you as Our alumni; we will ask you to complete anonymous evaluation surveys during and at the end of your Programme, the results of which we will circulate to relevant members in the WNU and externally for marketing purposes.

18. Termination

- 18.1. We may end the Contract and terminate your registration at any time by writing to you at your email address providing during the application process if:
 - 18.1.1. we consider you to be in breach of any of these terms and conditions.
 - 18.1.2. you voluntarily withdraw from the Programme;
 - 18.1.3. you are expelled under the Policies;
 - 18.1.4. if you breach the Policies, Code of Conduct or the plagiarism policy.

18.1.5. you fail to pay all Tuition Fees and charges due to the WNU or fail to provide guarantees of such payment satisfactory to the WNU;

18.1.6. For a Force Majeure reason.

18.2. If we end the Contract and terminate your registration in accordance with any of clauses 17.1.1 to 17.1.5 (inclusive), no refund of Tuition Fees will be made.

19. Other important terms

19.1. **We may transfer the Contract to someone else.** We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

19.2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under the Contract to another person if we agree to this in writing. We may not agree if they do not meet the eligibility criteria.

19.3. **Nobody else has any rights under this Contract.** This Contract is between you and us. No other person shall have any rights to enforce any of its Terms.

19.4. **If a court finds part of this Contract 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.

19.5. **Even if we delay in enforcing this Contract, 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 Contract, 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. For example, if you do not pay and we do not chase you but we provide the Programme, we can still require you to make the payment at a later date.

19.6. **Which laws apply to this Contract and where you may bring legal proceedings.** These Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

Annex

- 1 The WNU coordinating centre is responsible for the organisation and administration of all aspects of the Programme including: responding to your enquiries about the Programme; Processing applications and collecting fees; Registering you for the Programme; Providing certification following the Programme.
- 2 WNU Programmes are full-time, intensive programmes. If you attend less than 90% of classes, no certificate will be awarded.
- 3 In submitting course work, you must abide by the WNU's policy on plagiarism. Plagiarism is passing off somebody else's work as your own. This includes verbatim quoting without quotation marks or referencing, as well as implicit plagiarism acts, such as summarising, or rewriting and paraphrasing. It covers written, visual and oral work.
- 4 If you require a letter of acceptance confirming your place on the programme in order to apply for a visa, please contact us at wnu@world-nuclear.org. There may be a charge if you want the letter to be delivered via courier service.

