



TERMS AND CONDITIONS FOR COURSES ON THE CREATIVE WRITING PROGRAMME 2020 – 2021.

Effective for anyone enrolling on the Creative Writing Programme, Creative Non-Fiction Programme, Dramatic Writing Programme, Advanced Writing Workshops, Creative Writing Programme (Distance Learning), Writing Poetry or Advanced Poetry Workshops at The Writers' Place, Brighton or East Sussex College Hastings. All of these courses commence on or after 25 September 2020.

These terms and conditions, together with the terms and conditions in the Handbook for your Programme, set out the terms that apply between Creative Writing Programme (“CWP” or “we” or “our”) and any person (“you” or “your”) enrolled on a programme of study (the “Programme”). These terms and conditions will apply from the day you enrol on the Programme by paying your deposit, and will continue to apply for as long as you remain enrolled onto the Programme unless terminated earlier as permitted below.

Handbooks:

Your Handbook will be given to you when you start the Programme. It will include, amongst other information, full details of the structure and content, learning, teaching and assessment methods, regulations, conditions and complaints procedure of your course of study.

The most up-to-date information for your Programme will be found prior to your enrolment on the CWP website: www.creativewritingprogramme.org.uk and /or New Writing South Website www.newwritingsouth.com/courses

Changes to the Programme:

CWP reserves the right to make changes to the structure of the Programme, to dates, times and locations of courses and to withdraw a tutor if it deems these changes necessary.

Enrolment:

To enrol on the Programme you must pay a non-refundable deposit of:

- £100 deposit for the Creative Writing Programme, the Creative Non-Fiction Programme, or the Creative Writing Programme (Distance Learning)

or

- £50 deposit for Advanced Writing Workshops, Dramatic Writing Programme, Writing

Poetry and Advanced Poetry Workshops.

Fees:

Course fees for the year can be paid in full, in advance, by 1 September 2020 or by monthly instalments.

If you opt to join an instalment plan you will be charged a non-refundable administration fee of £75 which is payable at the time of booking.

Instalment Plans:

You can either join a 9 Month Payment Plan: 9 equal monthly instalments commencing July 2020 or a 6 Month Payment Plan: 6 equal monthly instalments commencing October 2020.

Payment Plans are set up using the GoCardless Direct Debit scheme. This scheme is fully protected by the Direct Debit Guarantee.

If a payment is declined or is left outstanding, the full balance of your course fees will be payable immediately. Additional administration charges will be incurred for declined transactions.

The Creative Writing Programme is delivered in association with New Writing South ("NWS") and any queries over financial transactions and payment of fees should be sent to accounts@newwritingsouth.com

CWP and NWS reserve the right to refuse to offer any course or payment plan.

Bursaries:

If you are in receipt of a bursary NWS may set up a personalised payment plan for you.

Your Right to Cancel:

You can cancel your place on the Programme any time before 1 September 2020 by contacting Sarah at New Writing South at cwp@newwritingsouth.com. You will be entitled to a full refund less your deposit and administration fee if charged.

You can cancel your place on the Programme between 1 September 2020 and the end of the 16-day grace period, which begins on the day of your first class, by contacting the Creative Writing Programme Director, Mark Slater, at mark.slater@creativewritingprogramme.org.uk. You will be entitled to a full refund less your deposit and administration fee if charged.

If you cancel your place after the 16-day grace period, which begins on the day of your first class, you will be liable for the full course fees for the year.

Equality and Inclusion:

If you have a disability or a long-term health condition, we encourage you to disclose the relevant information as early as possible to enable us to discuss support arrangements with you. The Creative Writing Programme is not able to offer professional support for mental health issues. Writers who are dealing with personally difficult subject matter or who are traumatised or psychologically disturbed by the work of other students on the programme are advised to ensure they are properly supported outside the programme.

Copyright and Intellectual Property Rights:

You retain copyright in all work you create while enrolled on the Programme. CWP and NWS make no claim of ownership of intellectual property created by you but retains the right to use your work for educational and/or promotional purposes through license agreements with your permission.

Lost work:

CWP will not be responsible for any work of individual writers that is lost in the post or that is lost by tutors during the reviews of submitted work. All writers on the programme are strongly advised to keep copies of all work submitted to the programme on the hard drive of their own computers.

Termination:

CWP reserves the right to refuse enrolment on any Programme to any individual who the director of the programme or any of its tutors feel might be a disruptive influence on other people's experience of the Programme.

CWP reserves the right to withdraw any individual from the Programme who the director of the programme feels is being a disruptive influence on a class, or is being abusive to a tutor or any other individual enrolled on any Programme.

CWP reserves the right to refuse access to the forum to any individual who does not abide by the stated protocols for the use of the forum identified on the forum webpage.

Disclaimer:

The Creative Writing Programme is an educational programme and as such does not guarantee that taking the Creative Writing Programme or any of its associated courses will lead to a writer's work being published.

NWS e-newsletter

By enrolling on the Creative Writing Programme you will automatically be signed up for New Writing South's e-newsletter. This monthly email contains news of workshops, events and

opportunities for the writing community in the South East. NWS will never share your email address with any other organisations.

If you do not wish to receive the monthly e-newsletter please let us know by emailing cwp@newwritingsouth.com You can also unsubscribe from the e-newsletter at any time by clicking the relevant link at the bottom of the e-newsletter.

GENERAL

1. ACCEPTANCE OF TERMS

Your access to and use of the Creative Writing Programme website ("the Website") and any Services referred to in Clause 2, is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using this Website.

We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

2. THE SERVICES

The Website may provide communication tools such as email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities ("the Services") designed to enable you to communicate with others. Unless stated otherwise the Services are for your personal and non-commercial use only.

3. CHILD SUPERVISION

We are concerned about the safety and privacy of our users, particularly children. Parents who wish to allow their children access to and use of the Website/Services should supervise such access and use. By allowing your child access to the Services you are allowing your child access to all of the Services, including email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children via any of the Services.

4. PRIVACY POLICY

We are committed to responsible data management and subscribe to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from

you. If you register for any of the Services you will be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties. The information is used solely for notifying you of changes or updates to the Website/Services.

5. USER ACCOUNT, PASSWORD AND SECURITY

If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service. You are responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. In no event will ("the Website") be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder.

6. ACCEPTABLE USE

You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent. ("the Website") will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

In using the Website/Services you agree not to:

- use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;
- post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;
- post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;
- threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;
- make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;
- collect or store personal information about others, including email addresses;
- advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;
- impersonate any person or entity for the purpose of misleading others;

- violate any applicable laws or regulations;
- use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services;
- post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);
- attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.

We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

7. TERMINATION

We have the right to terminate your access to any or all of the Services at any time, without notice, for any reason, including without limitation, breach of these Terms and Conditions. We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website/Services

8. LINKS TO THIRD PARTY WEBSITES

The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that ("the Website") is not responsible for the content or availability of any such sites.

9. INTERNATIONAL USE

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

10. INTELLECTUAL PROPERTY RIGHTS

The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trademarks, patents and other intellectual property rights and laws. In accessing the Website you agree that you will access the contents solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

11. INDEMNITY

You agree to indemnify and hold ("the Website") harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against www.creativewritingprogramme.org.uk or www.newwritingsouth.com by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by www.creativewritingprogramme.org.uk or www.newwritingsouth.com in consequence of your breach of these Terms and Conditions.

12. DISCLAIMERS AND LIMITATION OF LIABILITY

Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, ("the Website") will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services.

("the Website") makes no warranty that the Website/Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.

Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of www.creativewritingprogramme.org.uk or www.newwritingsouth.com for death or personal injury as a result of the negligence of ("the Website")

Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

13. SEVERANCE

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

14. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and you hereby submit to the exclusive jurisdiction of the English courts.

PRIVACY POLICY

New Writing South and the Creative Writing Programme are committed to protecting your privacy. This statement explains how we collect, use and store your personal information.

We hold and process personal information in accordance with the General Data Protection Regulation (GDPR) and the Privacy and Electronic Communications Regulations (PECR).

By using our websites, or by providing any personal information to New Writing South or the Creative Writing Programme, you consent to the collection and use of your personal information as set out in this Privacy statement.

If you do not wish to receive future communications from New Writing South or the Creative Writing Programme, please click the unsubscribe link which appears at the bottom of every email we send out through Mailchimp, or contact New Writing South directly on cwp@newwritingsouth.com

If you want us to provide, amend or delete the information we hold about you, please contact us directly.

What information do we collect?

We collect personal information about you, including your name, email address, postal address, telephone number, date of birth, as well as information about your relationship with New Writing South and /or The Creative Writing Programme, including your booking history, interests and any correspondence with us.

You may give us your personal information when you:

- book a ticket for an event
- purchase a service
- post documents to a website
- make a donation or join as a NWS Friend
- subscribe to our newsletter
- enrol on a course or workshop
- apply for a job, placement or volunteering opportunity
- or otherwise give us personal information online, in paper or electronic form, over the phone, or in person.

For equal opportunities monitoring, we collect anonymous data about gender, age, ethnicity, sexual orientation and access requirements.

We may also receive information from external sources:

- Third party organisations (e.g. individuals, project partners, venues, education institutions) but only when you have given consent, or if it is essential in order to deliver a service to you.
- Social media, when we reply to comments and messages. We also create adverts tailored to suit your interests as a result of cookies (see below).
- Through our cookies on our website, information about your computer, including your IP address, operating system and browser type, for system administration and in order to create reports. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.
- Depending on your privacy settings, we may receive anonymous demographic or analytical information in order to understand the reach and effectiveness of our advertising.

Why and how we use your information

When you purchase a ticket or service, donate to us, apply for a job, or sign up to our mailing list, we store your personal information so that we may contact you about your purchase; and to keep you informed about future events, services, or opportunities. We will only contact you about our fundraising initiatives if we have your permission to do so.

We will only send emails to addresses that have been supplied directly to us by customers, and we always disable or remove addresses in our database when requested to do so by those customers. We will never pass your data on to any third parties without your explicit consent.

If we have contacted you in the past and you have explicitly told us that you don't want to receive marketing, learning or fundraising communications from us, we will update your communications preferences, and keep your name and contact details on a list of people that we don't contact on Mailchimp, PatronBase, or both.

If you would prefer for your information to be completely removed from these databases, please let us know using the contact details at the bottom of this page.

How we keep your details secure

We use [PatronBase](#) as our ticketing and customer relationship management software to securely store information about you and your relationship with us. Controlled access to PatronBase is granted to New Writing South staff to deliver and improve the services we offer to you.

We use Mailchimp as our marketing automation platform to send our monthly e-newsletters and other emails about our activities. Information you provide will be transferred to Mailchimp for processing in accordance with their [Privacy Policy](#) and [Terms](#).

We use the [Global Iris](#) secure payment gateway to process credit and debit card transactions. New Writing South does not hold or store credit or debit card details.

For recurring payments such as Creative Writing Programme payment plans, we use [GoCardless](#) online payment service to securely take automatic payments by Direct Debit. New Writing South does not see, hold or store your account details.

If you have signed up to GiftAid, we or our payment processing partners will securely store the information provided to claim GiftAid on your donation from HMRC.

We may retain information for a period of six years after your association with us has come to an end. Some information may be retained indefinitely for historical, statistical or research purposes. You have the right to require us to erase personal data at any time.

All subscribers to the Creative Writing Programme are given usernames and passwords to access learning pages and have access only to the course groups they are studying with.

Giving you control

We may tell you about events, courses, project news and opportunities from around the region and nationally. Our monthly newsletters regularly include information from partner organisations and other organisations that support us.

You can let us know how you want to hear from us by signing in to your PatronBase account, updating your Mailchimp preferences, or getting in touch with us directly.

You can opt out from our marketing communications at any time – every Mailchimp email sent to you will tell you how to do this.

If you have opted out of marketing communications, we may still get in touch with you. For example we may email you to give you important information about an event or course you have booked, or to tell you about any changes.

You have the right to request a copy of the information that we hold about you. If you would like a copy of your personal information, please get in touch – our contact details are below.

We want to make sure that your personal information is accurate and up to date. You can ask us to correct or remove information you think is inaccurate.

You have the right to request us not to send you marketing or fundraising communications.

You have the right to request us to erase your personal data.

You have the right to object to any of our particular processing activities where you feel this has a disproportionate impact on your rights.

Website & Cookies

We may collect information about your computer, including your IP address, operating system and browser type, for system administration and in order to create reports. This is

statistical data about our users' browsing actions and patterns, and does not identify any individual.

The only cookies in use on our site are for Google Analytics. Google Analytics is a web analytics tool that helps website owners understand how visitors engage with their website. Google Analytics customers can view a variety of reports about how visitors interact with their website so that they can improve it.

Like many services, Google Analytics uses first-party cookies to track visitor interactions as in our case, where they are used to collect information about how visitors use our site. We then use the information to compile reports and to help us improve our site.

Cookies contain information that is transferred to your computer's hard drive. These cookies are used to store information, such as the time that the current visit occurred, whether the visitor has been to the site before and what site referred the visitor to the web page.

Google Analytics collects information anonymously. It reports website trends without identifying individual visitors. You can opt out of Google Analytics without affecting how you visit our site – for more information on opting out of being tracked by Google Analytics across all websites you use, visit [this Google page](#).

Get in touch

If you have any further questions, please e-mail cwp@newwritingsouth.com, call 01273 735353 or write to:

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