

# Terms & Conditions of Enrolment

Last updated: 23/05/2018

## Background & Interpretation

- These terms and conditions (collectively referred to herein as “Terms”) apply to all bookings or orders for our courses or services (“Products”) which you place with The Teacher Trainer Ltd. (“TTT”, “we”, “us”, “our”)
  - online through our website located at [www.theteachertrainer.co.uk](http://www.theteachertrainer.co.uk) (“Our Website”); or
  - by telephoning our office and making a booking or placing an order; or
  - by physically coming to our office and make a booking or place an order face to face.
- The Terms set out the basis of your application to be enrolled as a student at TTT (“TTT”, “we”, “us”, “our”) and will form part of any agreement between TTT and you (“Agreement”).
- These Terms will apply to any contract between us for the sale of Products to you (“Contract”).
- Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.
- For legal reasons we can only sell Products via our website, by telephone or in person to individuals aged 18 or over. If you are under 18 years of age, please ask your parent, guardian or sponsor to review and approve the Terms on your behalf.
- Except by special arrangement, we do not offer any of our Products through unauthorised third party re-sellers and you represent on each occasion on dealing with us that you are not dealing with or attempting to deal with us in such capacity.
- The Terms set out your rights and obligations, as well as our obligations and limitations of our liability to you. Therefore, it is very important that you read and understand these Terms carefully before ordering any Products from our website, over the telephone or in person.
- If you do not understand any part of this document, please discuss it with one of our employees before submitting your application form.
- Please note that before placing an order you will be asked to agree to these Terms. You accept and agree to be bound by these Terms when:
  - in the case of online orders, you select the “I Accept” option and/or click the “Submit” button; or
  - in the case of telephone orders, you confirm to a member of our Customer Services Team that you agree to be bound by them or
  - in the case of face to face orders at our office, you sign our Terms.
- You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in Clause 9. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on **23 May 2018** when we changed the existing terms and conditions which had previously been in place.

## 1. Application and Enrolment

- 1.1 The application form (once accepted by us in accordance with clause 1.3) and these Terms set out the whole agreement between us. Please check that the details in the application form are complete and accurate before you submit your application form. If any of these Terms are inconsistent with any term of the application form, the application form shall prevail.
- 1.2 By submitting the application form:
  - a) You offer to enrol on your chosen course on these Terms, and we may accept or decline your offer for reasons such as non-eligibility or over-subscription for the relevant course;
  - b) You agree to pay a non-refundable registration fee of £100. We cannot consider your application if the registration fee and other documents listed on the application form are not enclosed.
- 1.3 On receipt of your completed application form and the registration fee, we will check that you satisfy the eligibility criteria to undertake your chosen course. If you do not satisfy the criteria, we will either suggest an alternative course (where appropriate) or refuse your application. If you satisfy the criteria, we will start processing your case at which point an agreement between us will be formed. If we do not accept your application, we will refund the course Fees less the registration fee to you in full.

## 2. Payment of Fees and Additional Costs

- 2.1 The course Fees are detailed on our website. (“Fees”) You may be required to pay additional administration costs and/or third party costs for the reasons set out in clause 2.6.
- 2.2 Full payment of Fees and any registration fee must be made before or at the time of enrolment unless we in our absolute discretion agree that you may pay course Fees in instalments. There will be a charge for this instalment facility, depending upon the course. (For further details, you may email our accounts department; [billing@theteachertrainer.co.uk](mailto:billing@theteachertrainer.co.uk)) Any initial payment(s) in accordance with an agreed instalment plan must be made before or at the time of enrolment.
- 2.3 TTT will only accept student enrolments upon receipt of payments in accordance with clause 2.2.
- 2.4 We may in our absolute discretion agree to accept payment of your Fees (and Additional Costs) by a third party (for example, a family member, an employer or another sponsor acceptable to us (a “Sponsor”), in which case you must ensure your Sponsor is made aware of these Terms before you submit your application form. You are responsible for payment of your Fees and any Additional Costs even if you arrange for a sponsor to pay these on your behalf. Our agreement shall be with you and not with any Sponsor, who shall not be party to this agreement.
- 2.5 The Fees are, as far as we are aware, correct at the time of publication. You can fix your Fees and any relevant Additional Costs by paying them in full at the time of application or before the course starts.
- 2.6 In addition to the fees, you may also be required to pay the following Additional Costs:
  - a) administration Fees payable to us,
    - i. including a non-refundable registration fee of £100;
    - ii. charges will apply for any late or dishonoured payments (“Default Payments”);
    - iii. a fee of £50 for any course transfer or course deferral granted in accordance with clause 5.5;

- iv. courier charges;
  - v. re-attendance fee if you wish to re-attend your course or any part thereof;
  - vi. a reasonable charge for providing you with records, references in accordance with clause 12.1 or for providing you with any archived documents;
  - vii. a reasonable charge if we agree in our absolute discretion that you may pay your Fees in instalments;
  - viii. charges we may reasonably incur as a result of your failure to comply with these Terms.
- b) Fees payable to third parties, including;
- i. examination entry Fees payable on dates specified by us to us or to any external examination centre. If you fail to pay such examination fee by the due date, you cannot sit the relevant examination;
  - ii. a re-sit fee if you wish to re-sit an examination;
  - iii. any other costs or expenses that you may incur in the course of your studies or in connection with this agreement (including without limitation, the costs of purchasing textbooks, course materials, your accommodation, food and travel costs.)

2.7 Unless you pay all your Fees and all relevant Additional Costs on application or before the course starts, then such Fees and Additional Costs may be subject to an increase of not more than (15% percent) and you will be required to pay any such increase in the Fees and relevant Additional Costs during your course for the part of your course still to be completed. Such increases may include without limitation, increases in the Consumer Price Index and increases as a result of changes in any applicable taxation and changes by regulatory, professional or academic bodies. For the avoidance of doubt, we have no control over or responsibility for Fees payable to third parties as described in clause 2.6(b).

2.8 Students whose funding will come from outside the UK should apply immediately for the necessary transfer of funds to us. TTT will not agree to the postponement of payment of Fees because of exchange control problems.

2.9 You may pay the Fees by one of the following methods

- a) Filling in the online form and paying via PayPal
- b) Issuing a Cheque or Bankers draft payable to The Teacher Trainer Ltd. and sent to our South Harrow office using reliable postal service
- c) Direct transfer to The Teacher Trainer Ltd. Bank account, the details of which are as follows:  
HSBC Bank Plc, 26/28 St Ann's Road, Harrow, Middlesex HA1 1LA England  
Account Name: The Teacher Trainer Ltd.  
Account Number: 22253488  
Sort/Branch Code: 40-23-13  
IBAN: GB70MIDL40231322253488  
SWIFTBIC: MIDLGB2133E
- d) By calling us and making a payment on the phone using your Debit or Credit card. Please add 3% for the card company's handling charges in case you are using your Credit Card
- e) By coming to our office and paying the fees in person

We should be informed promptly of any bank transfers made and copies of proof of payment should be sent to us via email to speed up the enrolment process.

- 2.10 Where payment of your application fee and where relevant a deposit is made by cheque or bank transfer, we will not process your application until the cheque or funds have cleared. A minimum of eight working days should be allowed for clearance of cheques drawn on a UK bank and 28 days in the case of foreign drafts.
- 2.11 If you fail to pay any part of your Fees or any Additional Costs for any reason, we reserve the right (at our discretion) to take one or more of the following actions:
- a) suspend or exclude you from the course;
  - b) prevent you from registering for the course or examinations;
  - c) prohibit you from sitting the course or examinations;
  - d) withhold your exam results and any certificate;
  - e) take legal action against you to recover the Fees and any of your Additional Costs, plus our reasonable expenses for the costs of taking such an action;
  - f) terminate this agreement on written notice;
  - g) charge you interest on the overdue amount at the rate of 3% a year above the base lending rate of HSBC Bank Plc. from time to time. This interest shall accrue from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with the overdue amount.

### 3. Your Obligations

- 3.1 You represent, warrant and undertake that all the information provided on your application form is complete, up-to-date and accurate in all respects.
- 3.2 In the case of non-UK students, you must provide us with satisfactory evidence that you meet the current English language requirement specified by the British government or any other relevant regulatory, professional or academic body in order to complete your course. Even if you have provided such evidence, we may terminate this agreement at our discretion if we consider that you do not meet the relevant English language requirement.
- 3.3 You are required to:
- a) enrol at the start of your course;
  - b) register for examinations in good time;
  - c) comply with these Terms, the Privacy Policy, and the reasonable requests of our employees, authorised contractors and agents;
  - d) bring to your classes the relevant textbooks and any other course materials which form an essential part of class work;
  - e) keep informed about announcements, deadlines and important activities by checking notice boards, your emails and our website from time to time;
  - f) comply with all requirements for attendance imposed by law, regulation or judicial order at any time. These may include criminal checks, health checks, adherence to the English language requirement in accordance with clause 3.2 and other conditions of conduct;
  - g) keep us informed of any changes to personal information (including your home address and contact numbers) provided in your application form;
  - h) declare any criminal charges pending against you and any criminal convictions on your application form or immediately after receipt of any such charge or conviction if these arise during your course;

- i) behave appropriately at all times and in such a manner as not to:
  - cause a nuisance, injury or damage to other persons (in particular, other students, our employees, authorised contractors, agents and any visitors) or to any of our property (tangible & intangible);
  - impede or prevent the provision of any programme of study offered by us; or
  - cause damage to our reputation;

3.4 If you fail to comply with your obligations under clause 3.3, we may at our discretion:

- a) notify you of such failure and where appropriate arrange a meeting with you; and / or
- b) if your breach is material or persistent, dismiss you with immediate effect from your course and terminate the Agreement at any time immediately on written notice.

3.5 You are required to notify us when submitting your application form or as soon as possible thereafter of any medical condition (including pregnancy) and any health care or medical procedures you may require during the course, if this may affect your ability to fully attend the course and meet the submission deadline(s). If an independent medical practitioner acting in their reasonable discretion considers that any medical procedures you notify us of in accordance with this clause 3.5 are avoidable or could be undertaken at another time (other than during the period in which the course is ongoing), then we may terminate the Agreement immediately on written notice.

3.6 You are required to attend your course in full (whether class based, blended/distance learning or purely an online course). You must indicate your attendance at each class (by signing an attendance register or as we may otherwise specify) and notify us immediately if you are unable to attend all or any part of the course. A medical certificate is required if there is more than three days consecutive absence owing to illness. If your attendance (regardless of the reason for any absence), in our reasonable discretion is not of a satisfactory standard, we will provide written notice to you that continued failure to attend the course may result in your dismissal from the course. If, following such notice, your attendance on the course in our reasonable discretion continues to be unsatisfactory, we reserve the right to dismiss you with immediate effect at any time from the course and terminate this Agreement. Being late for class is not only detrimental to the academic progress of the latecomer, but is disruptive for the entire class. Students arriving late may be marked absent.

#### 4. Our Rights and Obligations

4.1 We shall provide an education service with reasonable skill and care.

4.2 Course start and end dates in the academic calendar are on our website and are not expected to change. However, we reserve the right to alter course dates, venues, make variations to the contents and methods of delivery of, to discontinue or to merge or combine courses in order to facilitate or improve the provision of any course and its examinations, if such an action is considered necessary by us. In the event of a cancellation where an alternative cannot be provided in respect of that course a full refund will be offered by us. A minimum of 3 students is required to run a course. We will endeavour to give students at least 24 hours' notice of any cancellation. We are not responsible for any travelling costs students may incur due to the cancellation of courses and would not offer refunds for cancellations.

4.3 These terms are reviewed by TTT from time to time, including without limitation the terms of payment or refund of fees. TTT reserves the right to change or amend the Terms, Fees Policy and

Financial Regulations and we will give you prior notice of any such changes. The most current document will apply.

- 4.4 In the event that any change we make pursuant to clause 4.2 or 4.3 substantially varies our Agreement, you may choose to withdraw from the course and terminate our Agreement and we will provide you with an appropriate refund.
- 4.5 We will inform, advise and assist students in relation to examination entry procedure but it is your responsibility to register with the relevant professional bodies as student members and to register for examinations in time as and when necessary.
- 4.6 If we have any cause for concern for your health, finance or academic performance, you agree that we may involve you sponsor or other appropriate professionals and may disclose your personal data (including health information) to them to the extent necessary to do so.

## **5. Cancellation Rights, Course Transfers and Termination**

- 5.1 We will refund any Fees less the registration fee if we do not accept you on the Course.
- 5.2 You may withdraw from the course up to 7 days before the start date of your course, in which case this agreement will terminate and we will refund your fees (less administration charges and any other additional cost) in accordance with clause 6.
- 5.3 Where you enrol for a course, then a fourteen (14) day cancellation right will apply as if you submitted your application form online or via email. You are entitled to cancel the Agreement within fourteen days from the date that you made the payment in accordance with clause 1.3. If you decide to cancel our Agreement, you must notify us within this fourteen day period by post or email at the contact details provided on our website. In the event of cancellation in accordance with this clause 5.3 we will, provided you comply where applicable with clause 6.8(b) and bear all the costs associated with doing so, refund any tuition fees already paid by you (or by your Sponsor) within 30 days of receiving such notice.
- 5.4 In addition to the termination rights set out in these Terms, either party may terminate the Agreement with immediate effect in the event of a material or persistent breach by the other party by providing written notice to the breaching party.
- 5.5 If you wish to transfer or defer your course from one date to another you may do so provided you give us at least a week's written notice before the start of the course and pay a non-refundable administration fee set out in clause 2.6(a)(iii).

## **6. Refund Policy**

- 6.1 A full refund of tuition Fees will be made if we are able to advertise and accept another student onto the course. Please note that we may not be able to accept another student on the course (for example, where the course has started before or shortly after you withdraw).
- 6.2 In the event that we are unable to accept another student on the course, we may retain from the Fees paid to us all costs reasonably incurred and losses suffered as a result of such cancellation or termination, including without limitation administration costs, any payment by us to agents and other



third parties in assisting in your recruitment, your tuition and assessment costs up to the date of such cancellation or termination.

- 6.3 In the event of a life changing event, if TTT is informed of the event after the commencement of any session, the student may be entitled to a refund of the Fees paid for the subsequent remaining sessions only but will not be entitled to pro-rata refund of the tuition fee for the session in which we are informed of the refusal or any previous sessions.
- 6.4 Except as provided in clauses 5.3 or 6.1 students not completing their studies for any reason will not be eligible for a refund, discount or credit and will be liable for the outstanding fees.
- 6.5 Refunds will be made to the student unless the person or organisation that initially made the fees payment is noted as the recipient on the original refund form.
- 6.6 Refunds arising other than as a result of cancellation under clause 5.3 will be subject to a minimum of 6 weeks processing following receipt of completed refund form and the prior approval of our Executive Board.
- 6.7 Additional Costs payable during the course of this agreement are non-refundable.
- 6.8 In order to claim a refund of tuition fees you must:
  - a) return your enrolment documents and any other property that belongs to TTT;
  - b) submit a completed valid refund form (which is available on request). If the fees have been paid by the Sponsor it is still the student's responsibility to sign and complete the refund form;
  - c) Students or their Sponsors must return all original documents issued by us which could be course materials or user ID and password(s) in case of online access to our virtual learning environment.

## **7. Information Sharing and Data Protection**

- 7.1 We collect and process your personal data in order to make admission decisions, to provide education, to provide information and education to you and for administration, health, safety, welfare and security reasons as well as to comply with our legal obligations to the government of the UK. We will not without your written permission transmit your personal data outside the UK.
- 7.2 Some of the information may, because of its nature, be “sensitive” within the meaning of the Data Protection Act 1988.
- 7.3 By selecting the ‘I agree’ option while filling in the Application Form:
  - a) you consent to us processing and transferring such personal and sensitive personal data for the purposes listed in clause 7.1 above;
  - b) You agree that we may obtain information on your examination performance from any other academic and/or professional body in order to assess your performance; and
  - c) you agree to our use of your photographs, images, assignment documents and recordings for assessment and promotions (assessment purposes, staff training, any printed materials, marketing on the website, etc.)

## **8. Liability**

- 8.1 Subject to clause 8.3, if you or we fail to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result of such failure except for those losses which arise as a result of negligence of the other party and that were reasonably foreseeable from the failure to comply with these Terms.
- 8.2 The total liability of either party under this Agreement (whether in contract or tort, including negligence) shall not in any event exceed the Fees for your course.
- 8.3 This clause does not exclude or limit in any way our liability for:
- a) death or personal injury caused by negligence; or
  - b) fraud or fraudulent misrepresentation; or
  - c) any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982; or
  - d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
  - e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
- 8.4 We do not accept liability for your personal property except liability arising as a result of the wrongful acts omissions or negligence of our employees and you are advised to obtain personal insurance to cover any loss or damage that may occur at TTT, you are liable for any breakages, loss or damage that you cause at TTT or any examination centre.

## 9. Our right to vary these terms

- 9.1 We may revise these Terms from time to time, in the following circumstances:
- a) changes in how we accept payment from you; or
  - b) changes in relevant laws and regulatory requirements; or
  - c) to reflect changes in market conditions affecting our business; or
  - d) changes in our system's capabilities.
- 9.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us. Any future changes will not affect Contracts already concluded, unless the changes are required to be made and given retrospective effect by any law or government authorised (in which case it will apply to all Contracts if required to do so).
- 9.3 Whenever we revise these Terms in accordance with this Clause 9, all changes will be effective when posted on our website and you should check our website from time to time to review these Terms and other legal notices because they are binding on you.

## 10. Events outside Our Control

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our reasonable control, including without limitation changes in applicable laws, actions or delays by any government authority, or refusals by any such authority. These events are termed as "Force Majeure Event" including, but not limited to, delay caused by strike, lock out, labour disputes, disasters, fire, flood,



accident, invasion, riot, war, revolution, embargo, restraint, acts of god, disease, epidemic, public health crisis, substantial increases in the price of goods or materials or other costs, failure of electronic equipment, software and/or internet service, inability to obtain transportation or materials, shortage of fuel, failure of technology, breach or default by a supplier, demand of the United Kingdom or any other government, your failure to perform any obligations under this agreement, or any other cause or contingency beyond our control which shall prevent or materially impair us from performing in the normal and usual course of our business in a profitable fashion.

- 10.2 Our obligations under these Terms will be suspended for the period that the Force Majeure Event continues, and the time to perform these obligations shall be extended for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

## 11. Intellectual Property

- 11.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that we prepare or produce (which shall for the avoidance of doubt include any materials prepared by our employees, contractors or agents) in connection with the course will belong to us, or our licensors, absolutely.
- 11.2 You may not use the materials, documents or other items detailed in clause 11.1 for any commercial purpose.

## 12. General

- 12.1 Subject to your compliance with these Terms, and at your request, we will provide you with references or documentation confirming your enrolment (for example, for your sponsor, the organisation where you work, etc.) at your request. We will only send the documentation requested under this clause 12.1 by post to your UK address or attach it on an email sent out to you. For the avoidance of doubt, no documentation will be provided to you in person at our office(s). We will use reasonable endeavours to send the relevant documentation to your UK address within 5 working days of such request or email it to you in the same time span.
- 12.2 At your request, we may in our absolute discretion assist you in finding accommodation if you are travelling from a different city or country. However, the payment for such accommodation would be solely your responsibility.
- 12.3 If at any time any clause within this contract is held by a Tribunal, a Court or a competent authority as invalid, unlawful or unenforceable to any extent, such Term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.
- 12.4 If we fail, at any time during the Agreement, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

12.5 A person who is not party to the Agreement (including without limitation your Sponsor) shall not have any rights under or in connection with the Agreement under the Contracts (Rights of Third Parties) Act 1999.

12.6 These Terms shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.

### **DECLARATION:**

I confirm that, to the best of my knowledge, the details and information I have given in this application form are correct. I am responsible for the accuracy of my application form, and I accept that if TTT checks my application form, it does not guarantee that it will find any errors and does not verify information I have provided.

I also confirm that I have read and understood the Terms & Conditions and the Privacy Policy. I confirm my agreement to them. I also understand that the action of making a payment for the course is regarded as an acceptance of these Terms & Conditions. I understand that my application is accepted on this basis. I accept that the application fees are not refundable, except as covered by TTT's refund policy, and are payable even if an enrolment on the course is not granted.

I acknowledge and agree that my application and associated data will be processed in accordance with TTT's Data Protection Policy, and that my data may be processed by an affiliated company which may be a part of TTT group of companies or a sub-contractor for TTT, and that such processing may take place outside the United Kingdom but subject to the same standards as apply in the United Kingdom.

I fully understand that once I click on "I Agree" and submit my application, I will be taken to have agreed with TTT and that they may immediately commence processing my application and providing any services.