

IT NET Academy Ltd - Terms and Conditions

Interpretation

In these Terms:

“CONTRACT” means the contract for the provision of the Course, comprising the Agreement and Registration Form and these Terms;

“COMPANY” means **IT Net Academy Ltd.** of 470 Moseley Road, Birmingham, B12 9AN;

“COURSE” means the service to be provided by the Company for the Student and referred to by course title or course reference code in the Registration Form and more particularly described in the Published Literature;

“COURSE FEES” means the price of the Course plus any other expenses and incidentals as set out in the Published Literature from time to time.

“COURSE MATERIALS” means any Documents or other materials, and any data or other information provided by the Company relating to the Course;

“DOCUMENT” includes, in addition to a document in writing, any plan, design, drawing, picture or other image, or any other record of any information in any form;

“PUBLISHED LITERATURE” means the Company’s website, brochures and other information documents containing details of the Company, Courses being offered and any other information that may be relevant to Students and Prospective Students from time to time

“STUDENT” means the person named to attend the course, submitted to the Company for whom the Company has agreed to provide the Course in accordance with these Terms;

Supply of the Course

The Company shall provide the Course to the Student subject to these Terms.

The Course shall be provided in accordance Published Literature relating to the Course from time to time, subject to these Terms.

Further details about the Course, advice or recommendations about its provision, which are not given in the Promotional Literature, may be made available on written request.

The Company may correct any typographical or other errors or omissions in any Promotional Literature, quotation or other document relating to the provision of the Course without any liability to the Student.

The Company may at any time without notifying the Student make any changes to the Course which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Course. In particular the Company reserves the right to switch examining bodies in relation to a particular Course or to alter the curriculum of a particular course in response to alterations made by the examining body provided that such alterations shall not materially affect the nature or the quality of the Course or the qualification to be gained at the end of the Course.

Fees and Charges

Subject to any special terms agreed or loan arrangements between the Company and the Student, the Student shall pay the Course Fees IN FULL on submission of the Registration Form.

The Company is not obliged to hold a place for a Student on a particular Course where the Student has not paid any sums due by the times for payment.

The Company reserves the right to refuse the Student admission to the specific Course booked where all Course Fees have not been paid in full.

If the Student attends any part of the Course then the Course Fees in full shall be due and payable and no refunds shall be payable except as specifically set out herein.

Rights in Course Materials

The property and any copyright or other intellectual property rights in any Course Materials shall belong to the Company, subject only to the right of the Student to use the Course Materials for the purposes of the Course and for the Student's own personal use and information.

The Student shall not be entitled to copy the Course Materials or any part thereof without the express permission of the Company.

Unauthorised training material.

Students should be aware that any unauthorised training material including practice exam questions should not be used during the course. Students may be asked to leave should the instructor find continued use of or distribution of unauthorised practice exams has taken place, in particular practice exam questions which have not been approved by the test vendor.

Warranties and Liability

The Company warrants to the Student that the Course will be provided using reasonable care and skill and, as far as reasonably possible.

Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Terms, the Company shall not be liable to the Student by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of the Course or its attendance by the Student, and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Course Fees, except as expressly provided in these Terms.

The Company shall not be liable to the Student or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Course, if the delay or failure was due to any cause beyond the Company's reasonable control.

The Company warrants that the Course is structured for and contains the appropriate information to achieve the specific standards or qualifications as are specifically described in the Published Literature in relation to the Course but the Company does not warrant that such standards or qualifications will be achieved by any Student.

Cancellation, Rescheduling and Refunds

At any time up to 14 days prior to the commencement date of the Course for which a Student is registered the Student shall be entitled to reschedule without penalty to a future course, subject to availability. Thereafter, each rescheduling will incur an administration fee of £150. The Student shall not be entitled to reschedule to any course commencing more than 6 months after the commencement date of the Course for which the Student originally registered.

If a Student wishes to reschedule less than 14 days prior to the commencement of the Course for which that Student is registered then all Course Fees already paid by the Student shall be applied to the future Course (subject to availability). The Company reserves the right to charge a rescheduling fee of up to 25% of the Course Fees to cover administration expenses.

At any time up to 14 days prior to the commencement date of the Course for which a Student is registered the Student shall be entitled to cancel that registration subject only to the Company's right to charge a maximum of £150 in respect of administration costs and the cost of any materials already supplied by the Company to the Student.

If the Student wishes to cancel less than 14 days prior to the commencement date for the Course for which the Student is registered then all Course Fees already paid by the Student shall be forfeit and those Course Fees which were due but unpaid at the date of cancellation shall remain due and payable.

If the Student has paid all or any part of the Course Fees but fails to attend the Course to which such Course Fees relate or any rescheduled Course within the period of 12 months after the commencement date of the Course for which the Student registered then at the expiry the 12 month period the Company shall be entitled to forfeit any Course Fees already paid and to require payment of any Course Fees due but unpaid.

The Company reserves the right to reschedule or cancel any Course where the Company reasonably believes that it is impractical to run a particular Course or where the number of Students enrolled for a particular Course makes it uneconomical for the Company to run that Course at that time or at all. In any such case the Company shall endeavour to notify the Student of any such rescheduling or cancellation at the earliest opportunity and the Company shall bear no liability in respect of such rescheduling or cancellation save that the Company shall reimburse all Course Fees already paid if the Student does not wish to attend any future Course, less the cost of any materials already supplied to the Student.

Retraining policy

A student may return and retake the whole course as many times as he wishes so long as they comply with the following criteria.

- 1) The whole of the original course was fully completed and all days were attended.
- 2) The Course has not changed and the exam is still the same number as when the student originally did the course.
- 3) A Length of 4 months has not passed since the last course attended
- 4) A total length of 12 months have not passed since the first course attended
- 5) The student is responsible for any costs incurred in attending the course.
- 6) The student must complete the whole course when retraining.

All terms and conditions are absolute unless otherwise negotiated with the Company