

## iSign Learning & Development Terms and Conditions

We believe that these terms and conditions reflect the custom and practice of iSign Learning & Development (ISLD). The conditions set out below are provided in good faith and form the entire agreement between ISLD and the student in respect of the course and its provisions.

Any promotional materials including but not limited to information regarding ISLD shall not form part of the agreement and shall be treated as approximate and used to promote ISLD unless specifically stated otherwise.

### **1. Conduct and Attendance:**

- 1.1 We attach importance to courtesy, integrity, manners and good discipline. Students are expected to be punctual, work hard, be respectful and comply with the rules as set out by ISLD Instructors or appointed persons.

### **2. Payment of Course Fees:**

- 2.1 All fees are subject to the policies of ISLD and shall be payable in full and in advance and no later than four weeks prior to the start of the course. Where ISLD has agreed for students to pay in instalments, please see 4 for terms regarding instalments.
- 2.2 The fees shall be charged according to the prevailing rate set out by ISLD.
- 2.3 Should a student require an interview prior to enrolling on a course, the interview fee will be £35 and is non-refundable.
- 2.4 The student will be responsible for the full payment of fees, even if a nominated person(s) has agreed to pay the fees.
- 2.5 It is the responsibility of the student to ensure (where applicable) that the nominated person(s) pays the fees on time and in accordance with the terms set out in this document. For the avoidance of doubt, in the event that the nominated person(s) fails to pay the fees as may have been agreed between the student and the nominated person(s), the student will remain solely responsible for payment.
- 2.6 The student accepts that if he/she is in debt to ISLD for any reason, including without limit non-payment of fees (in whole or part), ISLD may (at its discretion) take one or more of the following actions:
  - 2.6.1 Forthwith on notice, suspend and/or exclude the student from the course.
  - 2.6.2 Withhold assessment results or awards/certificates.
  - 2.6.3 Refuse to register the student for any applicable award and/or refuse to register the student for any course examination.
  - 2.6.4 Undertake appropriate measures to recover and/or legal action for recovery of such fees leaving with the student all the responsibility for the costs and expenses incurred by ISLD and or by a third party acting on behalf of ISLD in such action including without limit:
    - 2.6.4.1 The reasonable legal costs and expenses.

2.6.4.2 The administration costs and expenses; and

2.6.4.3 The collection costs incurred by ISLD and/or a third party collection agency.

2.7 ISLD reserves the right not to accept applicants or enrolments from individuals or nominated person(s) where fees from previous courses remain outstanding until such time as all outstanding fees are paid.

2.8 If the student fails to make any payment due to ISLD under this agreement by the due date for payment, then ISLD may charge the student a 'Late Fee', which will be on top of the outstanding payment.

### **3. Deposits**

3.1 Upon registering for any ISLD course, a 20% deposit (of the full course cost) must be paid upfront to secure the students place unless registration is within four weeks of the commencement of the course in which case the full course fee is payable.

3.2 Deposits are deducted from the total cost of the course and are non-refundable, unless otherwise agreed by ISLD.

### **4. Instalments**

4.1 Where agreed by ISLD, a student or person(s) nominated by a student, will be able to pay course fees by instalments.

4.2 All instalments agreed must be paid prior to the start of any course, unless otherwise agreed by ISLD.

4.3 Student or person(s) nominated by the student will receive from ISLD;

4.3.1 A breakdown of instalments.

4.3.2 Dates each instalment is due.

4.4 Any student or nominated person(s) failing to meet any instalment due date, unless otherwise agreed by ISLD, may;

4.4.1 Forthwith on notice be suspended and/or excluded from the course.

4.5 All instalments must be paid in full prior to the start of the course, unless otherwise agreed by ISLD.

4.6 Payment by instalments does not limit the Student's liability for payment of the total fees due.

4.7 A 5% administration charge will be applied to all students paying in instalments.

### **5. Refunds of Fees**

5.1 In accordance with the policies of ISLD the full fee is payable even if the student decides not to complete the course. Fee refunds or waivers may only be approved if ISLD has cancelled a course as set out in clauses 5.5 below.

5.2 If a student wishes to withdraw from a course prior to its start, and he/she informs ISLD in writing or by e-mail more than four weeks prior to the start of the course that student will be entitled to a refund of the course fees paid less the non-refundable 20% deposit paid when registering and a £10 administration fee.

- 5.3 If a student wishes to withdraw from a course prior to its start and he/she informs ISLD in writing or by e-mail less than four weeks but more than five days prior to the start of the course that student will be entitled to a refund of 50% of the course fees after deduction of the 20% non-refundable deposit and a £10 administration fee.
- 5.4 If a student wishes to withdraw from a course less than five days prior to the start of the course that student shall not be entitled to a refund.
- 5.5 The student shall be entitled to a full refund (deposit included) of any fees paid if a course fails to run for whatever reason or is cancelled within six weeks of its start date, provided that the student is not offered in either event a course with ISLD (acting responsibly at all times) which is deemed to be a suitable alternative.
- 5.6 Fees will not be refunded where a student is excluded and/or suspended from the course:
  - 5.6.1 As a consequence of the student's unreasonable behaviour; and or
  - 5.6.2 As a consequence of the student failing to comply with this agreement.
- 5.7 The Interview fee is non-refundable for Level 2, 3 and 6.

## **6. Limitation of Liability**

- 6.1 In any instance where ISLD makes a refund as described in section 5 above, ISLD shall be released from any and all responsibility to the student or nominated person(s) for failure to provide or complete the provision of a course and from any related costs, damages, losses or expenses or demands which may arise either directly or indirectly.
- 6.2 The Student's attention is in particular drawn to the following:
  - Notwithstanding clause 6.1 and save for death or personal injury, ISLD's total liability to the Student and/or the Sponsor under this agreement shall not in any event exceed the Fees paid by the Student and/or Sponsor in respect of the particular Course.
- 6.3 ISLD shall not be liable and expressly excludes responsibility for any loss, cost or damage suffered by the student as a result of:
  - 6.3.1 Any loss, theft, misuse of, damage to property, including without limit any motor vehicle, cycle, equipment or such other personal belongings of the student whilst attending the course.
- 6.4 ISLD does not accept responsibility and expressly excludes liability to the fullest extent permitted by law for any indirect or consequential loss or damage (including without limit loss of profit, loss of earnings, loss of opportunity, living expenses) to whatever extent arising, suffered by the student as a result of any breach by ISLD of this agreement or any other act or omission by ISLD or its employees.
- 6.5 For the avoidance of doubt, ISLD gives no warranty, guarantee or representation as to the accuracy and/or completeness of any advert and/or literature relating to the college and/or course (including without limit the course cost content, structure or format).

## **7. Rights and Obligations of the Student**

- 7.1 Students shall meet and comply with the requirements and standards, set out in this Agreement, including without limit the requirements and standards relating to conduct, attendance and the submission of course work. ISLD reserves the right to suspend and/or exclude (at its discretion) any student failing to meet such standards and/or requirements.
- 7.2 In addition, students are required to:
  - 7.2.1 Comply with all reasonable requests of ISLD staff.
  - 7.2.2 Behave in a manner which does not cause injury or damage to other persons, in particular to any ISLD property, its staff, students or visitors and does not impede or prevent the provision of the course or any other course or programmes of study or otherwise harm the standing and reputation of ISLD.

## **8. Rights and Obligations of ISLD**

- 8.1 ISLD shall use its reasonable endeavours to provide the student with an education service which may, where appropriate, include a programme of study, classes and tutorials intended to prepare the student for examinations and qualifications, and with relevant learning support if necessary.
- 8.2 ISLD reserves the right to make variations to the contents or methods of delivery of the course, to discontinue the course (or any part of it), to alter the course emphasis (including without limit the amount of practical, theory and/or academic experience undertaken) and to merge or combine programmes if such action is reasonably believed to be necessary. This shall include where there are insufficient enrolments to make a course viable (in ISLD's opinion). In the event that ISLD discontinues any course or programme or amalgamates such programmes or courses, it will use reasonable endeavours to provide a suitable and acceptable alternative.
- 8.3 ISLD shall have the right to cancel or suspend the whole or any part of any course, without incurring additional liability and without being considered to have broken this agreement, where it is prevented from providing it in circumstances beyond its control, including a superior force; sickness/illness of specialised staff; loss of funding or variation of any funding.

## **9. General**

- 9.1 Information provided by the student is held by ISLD in its original electronic and other formats and is processed in accordance with relevant legislation including the Data Protection Act 1998 and ISLD's data protection policy and procedure.
- 9.2 Any decision by ISLD not to enforce its rights under these conditions shall not be construed as a waiver of such rights unless indicated by ISLD in writing.
- 9.3 As a general principle but subject to any separate formal agreement between ISLD and the student and or third party, or by operation of law, ISLD recognises that the student is the owner of any intellectual property rights created during or as part of a course.
- 9.4 These terms and conditions are to be read together with the confirmation of any offer and acceptance of an offer of a place by the student. The student is required to ensure that any person(s) nominated by the student who sponsors the student's

place or course is made aware of these conditions and the student shall be regarded as having made these conditions known to the sponsor prior to the acceptance of the offer.

- 9.5 Except as otherwise expressly stated herein, nothing in these terms confers any rights on any third parties pursuant to the Contracts (Rights of Third Parties) Act 1999.