

## **Terms and conditions**

NAGIN LAD ACCOUNTANCY COLLEGE LIMITED (Company Registered No. 06971880) (hereinafter referred to as N-LAC) of 58 Fox Hollow, Oadby, Leicester LE2 4QY.

### **Part Time Tuition and Revision Courses**

1. A completed enrolment form must be accompanied by payment in full or the completed employer authorisation (see point 2 below).
2. An employer authorisation will only be accepted by N-LAC if the relevant employer has approved credit terms with N-LAC and payment in full will be due within 30 days of each invoice date. The employer is fully responsible for the payment of amounts due in all circumstances (including termination of employment or course cancellation). N-LAC reserves the right to dismiss any student/delegate at any time for non-payment of fees or other amounts due.
3. Prices are subject to change and we reserve the right to charge additional amounts to reflect any pricing changes taking effect before course commencement date(s).
4. If an employer is paying for a student's/delegate's participation in a course, that employer may be sent the relevant student's/delegate's test results and progress and attendance records (where applicable).
5. Deferral: where the full amount has been paid, an enrolment can be deferred for one relevant sitting (subject to availability), provided N-LAC receives written notice at least two weeks prior to the course commencement date. An administration charge of £50 (inc. VAT) per course will be invoiced by N-LAC. No refunds will be made and amounts paid for courses will be carried forward accordingly. It may be necessary to purchase new course materials upon recommencement of deferred study. These are not included in amounts previously paid and will be invoiced separately.
6. Course cancellation: requires that written notification be received by N-LAC at least two weeks prior to the course commencement date. A cancellation charge of £50 per course (£25 in the case of CPD courses) will be invoiced by N-LAC. Full course fees will be payable if less than two weeks notice is given and no refund will be made in such circumstances (but, in the case of CPD courses, students / delegates may attend an alternative equivalent CPD course free of charge if the cancellation is made at least four working days before the course). Refunds are not available of any amounts paid for study materials, where the materials have been supplied to the student/delegate.
7. N-LAC reserves the right to use its discretion to determine whether to make refunds in particular instances which fall outside paragraph 6 above.
8. Study materials will be made available on or after the first day of the course.
9. Dishonoured cheques will result in a charge by N-LAC of £30 (inc. VAT if applicable) to cover administration and bank charges, as well as the risk of admission to study being refused. Persistent offenders may be reported to their relevant professional body for unprofessional conduct.

### **Study Materials**

1. All study materials, whether in written or electronic format, are (unless otherwise stated) supplied by N-LAC.

2. Where study materials are supplied in conjunction with a course (part time tuition, part time revision, full time or distance learning), they are included in the fees quoted. Any queries regarding any such study materials should be addressed to N-LAC.
3. Where study materials are supplied by N-LAC otherwise than in conjunction with a course, N-LAC shall collect such amounts payable to such company. Any queries regarding any such study materials should be addressed to N-LAC.
4. All amounts quoted include VAT (where applicable) but exclude any taxes or duties imposed by countries outside the UK.
5. Full payment is required prior to dispatch of study materials or release of online user IDs and passwords.
6. Refunds are only available on study materials returned within 14 days of receipt in a saleable condition and, in the case of CDs or DVDs, with seals intact to N-LAC. Postage is not refundable.

### **General**

1. All amounts quoted include VAT (where applicable).
2. N-LAC reserve the right to charge interest at 8% per annum on overdue amounts.
3. All fees exclude amounts payable to the professional body for student/delegate registration, exemptions and examination entries, which are payable by the students/delegates and N-LAC accepts no responsibility for this.
4. Internally Assessed Examination and Computer Based Examination fees are non-refundable and non-transferable.
5. Any refund made by N-LAC will be paid to the original payor.
6. All deposits received are for the sole purpose of reserving a course place.
7. Funds received but not utilised or refunded in accordance with these Terms and Conditions will be forfeited to N-LAC.
8. N-LAC reserves the right to change the courses, tutors, dates and locations from the published timetables.
9. Courses are not transferable between students/delegates.
10. All courses are non-residential unless specified otherwise. N-LAC will, if requested, assist by providing a list of suitable accommodation for non-residential courses but it is students'/delegates' responsibility to make their own accommodation arrangements.
11. Students/delegates are expected to conduct themselves at all times in a manner which demonstrates respect for N-LAC and its staff, fellow students/delegates and property. Breaches of the student/delegate code of conduct can amount to gross misconduct, which may lead to expulsion from study.
12. Liability of N-LAC for losses arising from their negligence (except in the case of liability for death or personal injury), breach of contract or otherwise will be limited to the full amounts paid by the relevant student/delegate for the particular courses and/or

study materials. Except in the case of liability for death and personal injury, such companies will have no liability for indirect or consequential loss or damage.

13. N-LAC reserves the right to alter published programmes or speakers or to cancel or change lectures at its discretion.

14. Computer Based Assessment and Examination fees include disbursements payable to the relevant examining body and a handling fee charged by N-LAC (which includes VAT where applicable).

15. Students'/delegates' arrangements with N-LAC are governed by English law.

### **Disclaimer and Limitation of Liability**

While N-LAC endeavours to ensure that the information on the N-LAC website is correct, we do not warrant the accuracy and completeness of the material on the site or in any corporate brochures. We may make changes to the material on the site or to the products and prices described in it at any time without notice, although we will provide notice of substantive changes to the N-LAC Privacy Policy. The material on the site is provided "as is," without any conditions, warranties, or other terms of any kind. Accordingly, to the maximum extent permitted by law, the N-LAC site is provided on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to the N-LAC site.

N-LAC and any of our group companies, and their officers, directors, employees, shareholders or agents of any kind, exclude all liability and responsibility for any amount or kind of loss or damage that may result to students or any third party (including, without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the N-LAC site in any way or in connection with the use, inability to use or the results of use of the N-LAC site, any web sites linked to the N-LAC site, or the material on such web sites, including, but not limited to, loss or damage due to viruses that may infect computer equipment, software, data, or other property on account of access to, use of, or browsing the N-LAC site or downloading of any material from the N-LAC site or any web sites linked to the N-LAC site. If your use of the material on the N-LAC site results in the need for servicing, repair or correction of equipment, software, or data, you assume all costs thereof.

Nothing in this legal notice shall exclude or limit our liability for: (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or (b) fraud; or (c) any liability that cannot be excluded or limited under applicable law.