



# Uni Learning

## Terms & conditions

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### **1 Introduction**

1. 1 These Terms and Conditions apply to any bookings a student makes with Uni Learning Ltd. By booking a course, the student agrees that these Terms and Conditions shall apply in full to the delivery of the course by Uni Learning Ltd and that they form part of the contract between the student and Uni Learning Ltd.

1. 2 No variation of these Terms and Conditions shall apply unless confirmed in writing by or on behalf of the Director of Uni Learning Ltd. These Terms and Conditions are subject to change at the discretion of Uni Learning Ltd.

1. 3 When a student is accessing subsidised training through a funded project or scheme, all Terms and Conditions will apply (except for terms regarding initial payment for the course) Bookings and Payment

### **2 Bookings**

2. 1 Full payment, or a deposit and legally binding commitment to pay the balance, is required at time of booking. Deposits are non-refundable. Time for payment shall be of the essence. Failure to pay by the due date will result in the booking being cancelled and all payments made to date will be forfeited without liability on behalf of Uni Learning Ltd.

2. 2 For courses paid by companies rather than individuals, Uni Learning Ltd requires a completed and signed application form and Purchase Order Cover Sheet which includes (in block capitals) the full name, address and telephone number of the authorising signatory, accepting our Terms and Conditions.

2. 4 A standing order instalment payment plan is available for some Uni Learning Ltd training courses. Additional Terms and Conditions will be supplied upon confirmation of plan set up. Once this plan is set up the student is required to complete all payments even if they are unable to attend the course.

2. 5 Should you default on any payment; you will have 48 hours to rectify payment. Thereafter Uni Learning Ltd will have the right to suspend any course relating to payment

2. 6 Details of all support fees are set out in our Summary of Support Fees which is attached to these Terms and Conditions.

2. 7 All payments due to Uni Learning Ltd shall be made without any deduction whether by way of set-off, counterclaim, discount, abatement, bank charges or otherwise.

2. 8 No payments will be deemed to be made until Uni Learning Ltd receives agreed payment in cleared funds.

2. 9 Any money paid that is not used for a course within one year of the date of payment will be forfeited. 2. 10 Students must raise any billing/receipt queries via email with Uni Learning Ltd within 2 months of their course start date. Any queries relating to invoices, receipts, etc. from bookings older than 2 months will result in an administration charge as Uni Learning Ltd maintains a data archival process to optimize the performance of their databases.

2. 11 Students paying via direct debit using Go-Cardless system must arrange to pay on the agreed time frame. Should the payee fail to comply with agreed payments plan Uni Learning Ltd will freeze the associated accounts until payments are corrected. During this period, students may not undertake any Uni Learning Ltd courses. All course administration that is associated with this account will be frozen. Should a student raise a formal complaint outside of when account has been frozen, then 3.5 shall be enforced at the accumulative administrative fees shall be applied to the account

2. 12 Should the arrears of payment not be rectified with 62-day period, Uni Learning Ltd will pass the legal documents to our legal and debt collecting team. If payment is made outside of this time period an additional £50 charge will be incurred by the student.

2. 13 Your account must be paid in full before Uni Learning Ltd can certify you. You must clear your outstanding balance. If on a payment plan, Uni Learning Ltd will not send you out your certificate until all of your invoice has been cleared.



### 3 Course Delivery

3. 1 Dates, times and locations for courses are accurate at the time of booking, however Uni Learning Ltd reserves the right to alter times, dates or locations if circumstances dictate.

3.2 The student is responsible for arranging their own accommodation and any transportation to and from the agreed location as indicated on their booking confirmation.

3. 3 Venue membership is not included in the course fees. Students should consult the confirmation e-mail regarding the policy on usage.

3. 4 If students are unavailable when course materials are delivered to the address provided and they are not collected from the local depot an additional distribution fee may be charged.

3. 5 Should a learner wish to raise a complaint; the learner must follow the complaints process. If a student complains to an Awarding Body or any other such organisation or bodies, without following the Complaints Procedure, the learner will be charge £50 administration of each time

Uni Learning has to communicate with either the learner or the Awarding Body or any other such organisation or bodies outside of the Complaints Procedure.

### 4 Cancellations

4. 1 Uni Learning operate a no refund policy. Upon booking your course, there is a fourteen day cooling off period, during which time, should you wish not to proceed with the course you can apply for a refund. No refunds will be given outside of this time.

4. 2 In the unlikely event that Uni Learning Ltd has to cancel a course they will offer the student a choice of alternative dates for the same course. If these dates are not suitable for the student, they will provide a refund up to the value of the course. Transportation and accommodation costs will not be covered.

4. 3 If a student does not start a course, this will be treated as a cancellation.

4. 4 If a student stops attending without notifying Uni Learning Ltd in advance, this will be treated as a cancellation.

4. 5 In certain cases where a student misses required elements of a course for any reason, Uni Learning Ltd reserves the right to administer a written warning to that student. This will normally be sent to the email address provided by the student. Receipt of said warnings will have consequences should the student fail any subsequent exam or assessment. Details can be found in the Support Fees section.



Warnings will be sent for persistent lateness, missing a part of the course or for inappropriate or disruptive behaviour. In some cases, it may result in removing the student from the course. Alternatively, Uni Learning Ltd may require the student to observe sessions on a later course or have private sessions before proceeding to assessment with costs covered by the student. Specific course requirements are outlined in marketing material and in booking confirmation information.

4.6 Should you cancel the course or not complete the course, you must pay the full remaining balance of the course.

## **5 Transfers**

5. 1 The student must notify Uni Learning Ltd in writing if they wish to transfer their original booking to an alternative date. If a change is requested four weeks or less before the start of a course, Uni Learning Ltd will charge a transfer fee in accordance with its current charges. This must be paid at the time of the transfer request.

5. 2 A transfer from one course type to another can be made once only.

5. 3 The student takes full responsibility for choosing the right format of learning. No transfers between the formats of learning on the same type of course will be given once the course materials have been received or the course has begun.

5.4 If a student wishes to switch from online to blended or classroom based learning, a fee will be incurred by the student, this is listed in our student support fees.

## **6 Examination/assessment referrals**

6. 1 Uni Learning Ltd are not obliged to refund any fees or offer an alternative date if a student fails to attend an exam.

6. 2 If a student refers or cancel an assessment or exam they will be charged the current rate for re-booking. It is the student's responsibility to re-book their assessment or exam and the booking will not be taken until full payment has been received.

6. 3 If the conditions of a practical assessment are not complied with by the student they may not be assessed. Assessment instructions are given on the course.

6. 4 Transfers from assessments are treated in the same way as courses (see clauses 4 and 5)

6. 5 If you have not paid for your course before the course dates end, any assessment fees such as practical assessment, exams, course work, will be charged at £50 per session. Each session last 60



minutes.

## **7 Certificates**

7. 1 Certificates will be issued with the name supplied on the application form and/or confirmed in the confirmation email.

7. 2 Certificates will not be issued unless all fees have been paid in full and all requested documents have been received.

7. 3 All certificates will be retained for collection by the student in person. Students can request their certificate be posted. This will be done via Recorded Delivery and a signature will be required. UNI LEARNING will not be liable for any certificate that is not received through the post. A fee will be applied for any posted certificates.

7. 4 Replacement certificates can be obtained at the charge applicable at the date of ordering.

7. 5 Uni Learning Ltd will endeavour to send you your certificate within 6 months of your account being cleared and 100% assessment completion, however this is subject to possible delays by outside agencies.

## **8 Responsibilities and Liability**

8. 1 Uni Learning Ltd do not guarantee that a student will pass a course or that successfully completing a course will provide a student with anything other than the qualification granted under that course.

8. 2 Uni Learning Ltd shall not be liable for any loss, damages, costs, claims, demands, expenses or liabilities of whatsoever nature arising out of the delivery of the course to a student as a result of their act or omission including but not limited to the following: a) The student's failure to follow any oral or written instructions or recommendations in relation to the course/courses.

b) The student supplies to Uni Learning Ltd any information that is inaccurate, false, misleading or out-of-date.

c) Any loss or damage to any personal items and valuables which the student brings to a course.

8. 3 Except in respect of death or personal injury caused by Uni Learning Ltd negligence or the negligence of their tutors, Uni Learning Ltd 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 these Terms and Conditions, for any loss of profit, pure economic loss, loss of business, depletion of goodwill or any indirect, special or consequential loss,



damage, costs, expenses or other claims (whether caused by Uni Learning Ltd tutors, employees, agents or subcontractors) which arise out of or in connection with the delivery of the course/course or the student's participation in it and use of its qualification by them.

8. 4 Uni Learning Ltd entire liability to the student under or in connection with these Terms and Conditions shall not exceed the amount equal to the fees paid by them.

## **9 Data Protection**

9. 1 Uni Learning will disclose students' details and information to the tutor(s) delivering the course and also any funding/training partners specific to the student's course but they will not disclose the details and information provided by the student to any other third party without their consent unless they are specifically required to do so by law; it is in response to a valid, legal request by a law enforcement or governmental authority.

9. 2 By making a booking, the student acknowledges and consents that Uni Learning Ltd may store and process their personal details and information (for example their name, address, telephone number, email address and disclosed medical conditions/learning needs) in accordance with any relevant data protection legislation and that they may use this information for the purposes outlined in these Terms and Conditions. Uni Learning Ltd maintains databases of their students both manually and electronically. They use this information from time to time for mailing information about the services that they offer. They always ensure, however, that they handle data about their students in accordance with the provisions of the Data Protection Act 1998. If, at any time, a student does not wish Uni Learning Ltd to provide them with this information or to retain their personal details on the database then please inform them in writing. 9. 3 Data collected from you will be used to administer the course or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.

## **10 Ownership of Course Materials**

10. 1 All intellectual property rights in course materials are owned by Uni Learning Ltd. The student agrees not to replicate, alter, modify or distribute the materials or do anything which would infringe upon any rights. For the avoidance of doubt 'intellectual property rights' shall mean any patents, design rights, trademarks, service marks (in each case whether registered or not), applications or rights to apply for any of the foregoing, database rights, know-how, trade or business names, rights in confidential information, goodwill and other similar rights existing in any part of the world.



10. 2 All written materials supplied by us to you shall belong to us until payment in full has been received.

10. 3 If we provide you access to any online subscription materials, you acknowledge that such access is granted to you solely as a licensee. This licence will terminate on completion of your course or cancellation, whichever is the earlier.

10. 4 Please note our online learning requires a minimum broadband speed of 512kb per second. We do however recommend a speed of at least 2MB per second to assist with your learning and the loading speed of our system.

10. 5 When a learner logs onto the course platform, they'll lose their 14-day right to cancel the order.

### **11 Student Responsibilities**

11. 1 It is the student's responsibility to ensure that Uni Learning Ltd holds his or her correct personal information. Uni Learning Ltd will not be liable for any errors due to incorrect personal information supplied by the student.

11. 2 Uni Learning Ltd will offer support to students with individual learning needs and/or disabilities. It is the student's responsibility to inform Uni Learning Ltd of any individual needs at the time of booking so that appropriate support can be provided.

11. 3 All students must comply with the legislation relevant to the working areas and behave in a manner that does not put his/herself or others at risk. All students must familiarise themselves with Fire Evacuation Procedures. Corridors and stairways, which are provided for the safe passage of people using the venues, should not be obstructed.

11. 4 All students must comply with the Teaching and Learning Agreement. Any student found guilty of breaching the Agreement will be removed from the programme and all fees paid will be forfeited. If any student's behaviour results in breaches of the law, Uni Learning Ltd reserves the right to involve the police and to prosecute the individual(s) concerned.

11. 5 No football colours should be worn in the classroom/gym and/or whilst training with Uni Learning Ltd outside the premises.

11. 6 It is the student's responsibility to provide proof of qualifications where these are a prerequisite for certification on their chosen course, for example, a student who applies to study a level 3 Personal Trainer course needs to prove they hold a level 2 Gym Instructor certificate. Failure to provide such



proof may delay certification subsequently. The only proof that is acceptable is a certificate from a recognised awarding body.

11. 7 The student will be responsible for uploading their certificate as described in 11.6 to their electronic student profile.

11. 8 Students will be required to produce photographic identification on the first day of each course and on any practical assessment.

## **12 General**

12. 1 Any notice required under these Terms and Conditions or by statute, law or regulation shall (unless otherwise provided) be in writing and delivered in person, sent by facsimile or registered mail or sent by email or facsimile to the respective parties address as set out on the application form or as each party may from time to time designate by notice hereunder. Any such notice shall be considered to have been given on the first working day of actual delivery or sending by facsimile or email or in any event within two working days after it was posted in the manner herein before provided.

12. 2 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute of provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

12. 3 Failure or delay by Uni Learning Ltd in enforcing or partially enforcing any provision of these Terms and Conditions shall not be construed as a waiver of any of its rights under these Terms and Conditions. No waiver of any of these Terms and Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.



12. 4 The student shall not be entitled to assign or sublicense or part with possession of any of their rights or liabilities hereunder. Uni Learning Ltd shall be free to sub-contract the performance of all or part of its obligations here under.

12. 5 A person who is not party to the contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms and Conditions.

12. 6 These Terms and Conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions.

12. 7 You are responsible upon booking your course with Uni Learning Ltd for all fees associated with that specific course booking. Failure to pay course fees will result in your debt being handed to a 3rd party collections team and legal action will be taken. All students will be required to sign to say they have read and understood these Terms and Conditions relating to this course.

12. 8 By logging on to your course, you are accepting our Terms and Conditions for the Learning platform. You are also confirming by logging on to your course you are aware that you are losing your 14-day right to cancel

12. 9 Should you cancel before you log on to your course, you will be held liable for any fees associated with the said course that can include but not limited to; Registrations fees with Awarding Organisation; postal cost; assessment fees; administration fees

12. 10 Please note our online learning requires a minimum broadband speed of 512kb per second. We do however recommend a speed of at least 2MB per second to assist with your learning and the loading speed of our system.

### **13 Learning Plans'**

13. 1 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

13. 2 By accepting this terms and conditions you are accepting any Uni Learning 'Learning Plans'.



## 14. Assessment Days

1. Assessment dates are available to book on our Online learning portal (On Screen Learning). Assessment date can be booked once a student has complete a pre agreed percentage of their coursework. Once this percentage has been reached the assessment booking function will be available.
2. If a student wants to change their assessment date they must provide written confirmation at least 4 weeks prior to the arranged date.
3. Any changes to assessment dates within a 4 week period will incur a £50 charge.
4. If a student fails to inform Uni Learning in writing that they will not be attending an assessment date, a £100 charge will be incurred.
5. Students are required to have the required coursework completed before their assessment date or they will not be able to attend their assessment. If a students books an assessment date and fails to complete the required coursework before this date, then they must re-book and pay the re-assessment fee.

## Support Fees Summary

1. Failure to complete a course within the 3-month deadline will result in the student's access being suspended. A fee of £50 will be required to provide access to all coursework units for 1 calendar month. For students wanting to access their course after 6 months from their start date will incur a £100 re-access fee for an additional calendar month.
2. Students will be liable to pay the following fees;
  - Resit of theory paper - £30
  - Resit practical assessment - £50

### Additional Support:

1. Telephone call with tutor (online students) - £30 This must be booked through the office.
2. Consultation day with tutor – Face to face - £100 – This must be booked through the office.
3. Replacement certificate – A £20 administration fee will be applied on top of the fee applied by the relevant awarding body. (N.B. students can apply for these directly through the awarding body)
4. Part-time students will be expected to have the required coursework completed before the first day of their practical studies. Failure to do so may result in the student being deferred to another course and as such a re-booking fee of £50 may be liable.



5. Certificates will be held in our offices pending collection by the student. Should the student require their certificate to be posted then this will be completed by recorded delivery, for which a fee of £10 will be charged.
6. Each student is entitled to 3 attempts per unit. Thereafter the student will be locked out of the coursework unit and a support fee of £20 per coursework unit remark will be enforced for each additional attempt on that specific unit.
7. No student will be accepted for any practical observations until student has attained 100% on each coursework unit.

## Student Charter

- Students are expected to engage fully in our shared educational experience and to take responsibility for their own learning.
- Uni Learning requires high attendance levels. Employers or managing agents often specify attendance requirements. Persistent latecomers can annoy and frustrate other students and the lecturer, and students should also be aware that reasonable standards of behaviour are expected of them. Consequently, all students must adhere to Uni Learning's Attendance and Punctuality Policy. While every opportunity will be given to students/trainees to resolve disciplinary issues by informal procedures, Uni Learning reserves the right to invoke formal disciplinary procedures where necessary when behaviour is unacceptable.
- Uni Learning operates a no smoking policy on all its sites. Students are asked to comply with this and keep Uni Learning smoke free;
- Complete all coursework and assignments in accordance with the specific course requirements. Part-time students will be required to complete certain coursework before attending for their practical study. All coursework must be submitted before any practical assessment can take place. In some cases, students will be expected to read up on the forthcoming lectures / practical days so they are properly prepared for the lesson.
- Students may be required to carry identity cards if these are needed for security purposes.
- Students are expected to behave in a responsible manner on site and treat all property with respect.



The following set of guidelines is intended to create an environment which enables you and all other students to be successful in safe and friendly surroundings. Our neighbours are also part of the larger community, and deserve the same respect. Our mission is to provide outstanding learning for successful futures and we strongly believe that this learning experience is a partnership between us and our students.

Purpose and scope:

1. Uni Learning aims to provide a safe, inclusive, disciplined and healthy environment in which learning can take place unimpeded by the unsatisfactory conduct or academic performance of others. Uni Learning further aims to ensure that its interests, reputation, staff, students and visitors are protected from the unsatisfactory conduct of other students. In furtherance of these objectives Uni Learning has published this Code of Conduct;
2. The Code applies to all students of Uni Learning from the time of enrolment through to their completion of study;
3. The Code imposes mandatory standards of conduct in relation to all activities engaged in, and all services or facilities enjoyed by, students anywhere within the precincts of Uni Learning premises or their partners. For the purpose of this Code a student is defined as being within the 'precincts of Uni Learning premises' when they are in any classroom, gym or training facility operated by, or provided to Uni Learning for the purpose and duration of any course.
4. The Code also imposes mandatory standards of conduct in relation to all activities of students wherever they may take place, where there is deemed to be a sufficient connection between the student's activity and the wellbeing, interests or reputation of Uni Learning, its staff, students or visitors;
5. It is a condition of enrolment that each student undertakes to comply with both the letter and the spirit of the Code. This compliance remains a condition of continued enrolment at Uni Learning.

Obligations of Students:  
Students must – Abide by the student Code of Conduct;

Be respectful, polite and courteous to all staff, students and visitors;



Respect differences in relation to gender, race, nationality, ethnic origin, with or without a disability, sexual orientation, religion, belief, age, political opinion, with or without dependants, marital status and class;

Respect and take reasonable care in relation to the property of Uni Learning, its staff, students or visitors;

Wear their identity card at all times whilst on the premises or on business or activities connected with Uni Learning;

Drive courteously and carefully whilst on the premises, where speed limits must be observed; Maintain satisfactory standards of academic performance as set by their tutors; Keep mobile phones, pagers and other audible electronic equipment turned off whilst in class; Refrain from taking food or drink into classrooms and other prohibited areas;

Refrain from bringing animals on to the premises, with the exception of assistance dogs;

Refrain from smoking on the premises or outside designated smoking areas;

Avoid causing any nuisance by the use of mobile phones, personal radios or music players (including in-car equipment);

Avoid parking in parking spaces designated for disabled persons or reserved for other persons;

Avoid any anti-social behaviour in the neighbourhood of Uni Learning or nearby bus stops;

Conduct themselves at all times in a manner which is commensurate with Uni Learning's aims as set out in paragraph 1 above Misconduct: Any breach of the Code may be the subject of disciplinary action. Disciplinary action may lead, in the case of serious or repeated breaches, to exclusion from Uni Learning.

