

# Terms & Conditions

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Terms and conditions for Courses run by Elite IB Ltd.

These terms and conditions constitute a legally binding agreement between Elite IB Ltd. (below: “We”, “Us”), our students (below: “Student”), and the parents or guardian of our students (below: “Guardian”) concerning the IB Exam Resit Revision Courses 2016 (below: “Course”) that We offer.

## 1. OUR RESPONSIBILITIES

- a. We will always provide:
  - i. The Course(s) that the Student has chosen and paid for, with the one exception stipulated in paragraph 4.c.
  - ii. All the material that is needed for the completion of the course, except pens, highlighters, calculator and ruler.
- b. We will treat all our Students with the courtesy and respect they deserve as young adults and operate a strict non-discrimination policy with regard to race, sex, nationality, religion, age and sexual orientation.
- a. We will inform the Guardian immediately if we are required to take disciplinary action against a Student.

## 2. RESPONSIBILITIES OF THE GUARDIAN AND THE STUDENT

- a. The Guardian or Student will pay the Course fees in full and on time.
- b. Students will behave in a responsible and legal manner. This includes, but is not limited to:
  - i. attending all classes during the Course for which they have enrolled;
  - ii. not possessing or consuming alcohol or any illegal substance for the duration of the Course, on or off the Course Location;
  - iii. treating others, including, Our teachers and other students, with respect and courtesy, and complying with day-to-day rules and instructions of our staff.
- c. If a Student fails to comply with clause 2.b. above, we reserve the right to suspend Students from teaching for a limited time at our exclusive discretion.
- d. The Guardian consents to:

- i. the Student leaving the Course Location alone or with other Students outside of teaching time and that they do so entirely at their own risk and responsibility; and
- e. The Guardian must notify us at registration if the Student has any special medical, educational and dietary needs. We will use our reasonable efforts to ensure that reasonable requests are accommodated.

### **3. PROCESSING AND STORAGE OF DATA PROVIDED BY THE STUDENT**

- a. We will not use details of the Student or Guardian provided to us for any other purpose than is required to give effect to these Terms & Conditions and will handle all information stored about you according to the stipulations of the Data Protection Act 1998.

### **4. RIGHT TO CANCEL**

- a. The Student can, in accordance with UK law, cancel the booking of these courses within 7 days of entering into this agreement. In such a case, the Student must take all reasonable measures to ensure that the intention to cancel is communicated to Us including but not limited to, an email to [contact@eliteib.co.uk](mailto:contact@eliteib.co.uk). The right to cancel does not apply if the registration is made 14 days prior the start of the course or less.
- b. If the Student chooses to activate his or her right to cancel, We shall, within 30 days, repay any fee paid by the Student to Us or alternatively, We shall credit the Student's EIB account with the respective discount amount, which can be used towards any future private tuition or Course attendance.
- c. Regardless of what is stated elsewhere in these Terms & Conditions, we reserve the right to cancel a course in the unusual case of having 2 or less registered participants. In the case of a cancellation, we will notify the student no later than 2 weeks prior to the start of the courses. In this unlikely case of cancellation from Our side, We will reimburse Student in accordance with paragraph 4.b.

### **5. PAYMENT, CANCELLATION, REFUNDS AND TERMINATION**

- a. All payment information, inclusive of the full owed fee, required deposit amount and payment date, and any applicable discount, will be specified in an email sent at the time of registration or shortly after the registration to the email address provided by the Student or Guardian in the registration process. The Student or Guardian is responsible for providing a correct and functioning email address, and for checking this continuously up to the start of the courses in order to ensure that important information is received.
- b. The student is required to fulfil a deposit of, a minimum of, 50% of the full payment for the Course within 14 days of registration if booked before 20<sup>th</sup> August 2016, and within 7 days of the registration if booked after 21<sup>st</sup> August 2016. The 50% deposit

will be calculated using the full Course fee, excluding discounts, so in some cases may amount to more than 50% of the eventual full payment.

- c. Full payment is required no later than 7 days before commencement of the Revision Course, making the final payment date the 7<sup>th</sup> October 2016.
- d. Regardless of whether or not the Student attends the courses, the course fee is payable in full unless a cancellation has been made in accordance with the policy stipulated under paragraph 4.a. This includes payment of such arrears that are scheduled to be paid after the courses.
- e. If a Student fails to conform to these Terms & Conditions or otherwise engages in any activity or behaviour that in our judgement undermines, or is likely to undermine, the safe and effective running of the Course or that of other courses simultaneously held by Us, we will at our exclusive discretion ask the Student to withdraw from the Course. In that event:
  - i. the Guardian will be immediately informed;
  - ii. the Guardian must arrange and pay for the Student to return home; and
  - iii. no refunds of any part of the fee will be given, alternatively, if the Course fee has not yet been paid, the full course fee and interest according to clause 5c above will be charged.

## **6. LIABILITY**

- a. The Guardian and/or Student shall indemnify Us for any:
  - i. damage caused by the Student to Our property or property under Our responsibility;
  - ii. injury caused to Our staff, other Students or any third party, and
  - iii. loss caused by non-compliance with these Terms & Conditions or any other rules reasonably imposed by us
- b. To the fullest extent permitted by law, the Guardian is liable for any other damage, injury or loss caused by the Student during the Course.
- c. In case of liability being imposed by a court of law, our liability shall, as far as permitted by law, be limited to the full value of the Course fees.

## **7. MISCELLANEOUS**

- a. These Terms & Conditions constitute the entire agreement between us, the Guardian and the Student and supersedes any other agreement or understanding between the parties relating to the subject matter of these Terms & Conditions.
- b. We may rearrange the order in which you have selected your courses to be able to better place you in a group suiting your requirements.
- c. We may bring in photographers to document the courses with photos and videos that may be used in marketing material by us (such as on our website and in our brochures). Such material will always be displayed in an appropriate way and will never be sold to or used by a third party. If the student or the Guardian does not wish to accept this individual clause 7.c. of the Terms & Conditions, he or she may hinder this clause from entering into effect by emailing [contact@eliteib.co.uk](mailto:contact@eliteib.co.uk) no later than 7 days prior to the start of the course.
- d. Should the Student be a minor, the consent of the Student's Guardian is required for this agreement. The Guardian is in that case responsible for the Student's compliance with the rules and agreements imposed by these Terms & Conditions
- e. These Terms & Conditions shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in accordance with this agreement.