



International Degrees Ltd
The Financial Training Academy Ltd
TERMS and CONDITIONS
Including Refunds Policy

The Financial
Training
Academy Ltd

1.0 Parties & Definitions

1.1 "The course provider", "us", "we" or "TFTA" means The Financial Training Academy Ltd.

1.2 "The Recruiter" or "TFRA" means The Financial Recruitment Academy Ltd.

1.3 "The student", "he", "she" or "you" means the applicant named on the course provider's standard booking form.

1.4 "Course fee" means the fee indicated under the course provider's standard price list at the time the booking form is submitted to the course provider in respect of the course or series of courses which the student has indicated on the course provider's standard booking form he or she wishes to attend. Course fees include the provision of course materials (such as lecture notes) but where the specified course leads to a qualification which is assessed by an external (third party) examination board, and a fee is payable to that examination board in respect of any such examination or assessment, that fee is not included in the course fee and is payable separately and additionally to the examination board, unless otherwise specified in publicity material corresponding to the student's course.

1.5 "Career Consultant" or "employer" means the organisation with whom your consultation is with for the purposes of obtaining training or practical work experience.

1.6 "Practical Work Experience Programme" or "Induction Programme" means the course provider's specific programme where practical work experience is offered to the student according to details specified in publicity material corresponding to the course.

1.7 "Agent" means persons or companies with whom The Financial Training Academy have formalised relations to work on their behalf.

1.8 "Course Start Date" means the Induction date. The induction date is defined as the first day of the course.

2.0 Summary

2.1 The object of this agreement is for the course provider to provide the student with training in the Financial Sector through a training session ("a course") or a package of such courses.

3.0 Formation of this Agreement

3.1 The submission by the student of a completed booking form in the course's provider's standard format to the course provider constitutes an offer by the student to attend and pay for the course or package of courses he or she has indicated he or she wishes to attend subject to these terms and conditions. Where the student has indicated that he or she wishes to register under the practical work experience programme he or she must indicate the same on the course provider's standard booking form.

3.2 The student's offer is accepted only by:

a. the course fee or a deposit as specified by ourselves, on our standard booking form being received by our bankers as cleared funds or by the student indicating on our standard booking form that the student is applying for a career development loan; and

b. our writing to you to confirm that your place on your chosen course has been accepted.

3.3 This agreement is completed upon the student's offer being accepted in accordance with clause 3.2 above at which time if you have not already paid it, you will become liable to pay the full course fee 3 working days before the commencement of your chosen course or the first course within your chosen package of courses and you may only cancel the agreement in the circumstances set out in clause 5 below.

3.4 For the avoidance of doubt, where an agreement is completed in respect of a package of courses that constitutes an entire agreement and the course fee shall not be refunded (whether *pro rata* or otherwise) except as provided by this agreement and you will remain liable to pay the full course fee in respect of that package of courses.

3.5 Where you indicate on the booking form your preferred course dates at the time you submit your booking form, but those dates are unavailable, we will (wherever possible) contact you to offer you alternative course dates. Where you indicate that those dates are acceptable (orally or in writing) that constitutes a revised offer which may be accepted in the method set out in clause 3.2 above.

3.6 Where you indicate on the booking form your preferred course dates at the time you submit your booking form and (pursuant to clause 3.4 above) the two alternative dates we offer you are not acceptable to you we will refund to you any sums already paid to us where such funds have cleared into our bank account or credit any debit or credit card with the amount paid to us or make a refund to any lending organisation which has paid money directly to us or where we have not yet banked any cheque given to us we will destroy the same.

3.7 Where you do not indicate your preferred course dates at the time you submit your booking form but indicate that you will do so later, then when you do submit your preferred course dates and those courses and dates are not available we will offer you up to two alternative dates in respect of each course. If neither of these dates are acceptable to you, you will remain liable for the full course fee nonetheless.

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4.0 Courses

4.1 The course provider offers a variety of courses of different lengths and covering different areas of training as indicated from time to time on our standard price list and/or any promotional material we may publish. A course may involve a day (or part thereof) of training or lecturing or may involve a series of such days (or parts thereof). Exam fees are not included in the course fees unless otherwise stated on our publicity material.

4.2 From time to time the course provider offers a package of different courses all of which may be attended by the student at a total price specified in our standard price list for attending all the courses within the package. Where a student wishes to attend such a package of courses he or she must either indicate on their booking form the dates of the individual courses they wish to attend or may choose to notify us closer to the start of their course or package of courses or during the package of courses of the dates they wish to attend.

a. In any event you must notify us at least 14 days before the start of your chosen course start date that you wish to attend that course on the chosen date.

b. Where you have chosen to notify us of the dates you wish to attend this individual course within a package of courses by indicating these on your booking form then your attention is drawn to clause 3.7 above: we will offer you a maximum of two alternative dates and if neither is acceptable to you, you will remain liable to pay the course fee in full.

c. The student is entitled to attend only those courses and dates which we have confirmed to him in writing that he or she is entitled to attend. The student may subsequently request that the date(s) of an individual course or courses be amended but whether the date is so amended is entirely at our discretion. Where the reason of

genuine emergency, illness or by reason of student wishes to change the date of a course by bereavement then (upon proof of the same being provided) the course provider will not unreasonably refuse to change the date.

d. In any event you must complete all the courses within your chosen package of courses within 3 months of your booking form being accepted by us.

e. Where the student wishes to arrange an alternative start date to which the student has already been booked upon, then the student may do so and is set as a limit of one change. Further changes shall incur a £50 administration fee per change. Changes to course start dates are dependant upon availability.

4.3 From time to time the course provider will offer a package of courses which allow the student to attend as many courses as specified by list or class of course as the student wishes to attend. Where such a package is offered the student must attend all the courses he wishes to attend within 1 year of his booking being accepted by us. The student may only attend those courses where he or she has indicated to us that he or she wishes to attend a specified course at least 14 days prior to its commencement and we have confirmed in writing that a place has been made available to him or her on the specified course and on the dates specified.

4.4 Notwithstanding that pursuant to clauses 4.2(a) and 4.3 above you are obliged to give us 14 days notice of your chosen course and date and have the same accepted by us we may in our absolute discretion allow you to attend a course at short notice.

4.5 Some of our courses or package of courses are covered by our job placement scheme. Only those courses which are specified as being covered by this scheme are subject to this scheme and no other. In order for a student to be entitled to the benefit of this scheme he or she

must pass all the exams or assessments comprised within the specified course or package of courses within a 6 month period beginning from the date your booking was accepted by us and you must notify us that you wish to take up the job placement scheme within one month of us receiving notification that you have passed your final exam or assessment.

4.6 Where, and only if, a student is entitled to the benefit of the practical work experience programme, the course provider guarantees that the student will, upon successful completion of all parts of the relevant course, obtain a period of practical work experience with a third-party or with TFTA. Should the student fail to secure practical work experience, the course provider shall refund within 28 days of us receiving back the signed refund agreement letter. The refund will only be the recruitment aspect of the total amount and not the course fees. The Practical Work Experience Programme and its specific details should be read in conjunction with the Welcome to the Financial Training Academy documentation.

4.7 It is immaterial for the purposes of clause 4.6 above where the practical work experience is to be undertaken provided that it is within the UK where practical work experience has been offered to you for a position which you must take or whether it is on a part-time basis, full time basis or where the hours remain unspecified or involve working on a shift-basis or during unsociable hours. The duration of your practical work experience is entirely at the discretion of your employer who will have offered you a position basing their decision on your discussion with them. The Financial Training Academy shall not be responsible for you or your practical work experience status thereafter as it would have fulfilled its obligation.

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4.8 Where a student obtains employment during the period covered by the job placement scheme which is of the same description as set out in clauses 4.6 and 4.7 above or the student makes themselves unavailable for such employment or interviews for such employment (by whatever means) the course provider shall be taken to have fulfilled its obligations under the practical work experience programme and be exonerated from its obligation to the student. In such case no refund will be issued.

4.9 When attending any course you warrant that you will apply yourself diligently to your studies, attend promptly and at all times abide by the student code of conduct. Violation of the student code of conduct by you may, at the sole discretion of the course provider, mean you will forfeit the right to sit any remaining courses or receive any refund or any compensation whatsoever.

4.10 You may have the option to re-sit a course after you have completed your course or package of courses. Where you have the right to re-sit a course, it will clearly indicate on our publicity material. Where you have the right to re-sit a course and where the course material has changed at the time of re-sit, you will have the option to purchase the new course material at the published rate. Where you choose not to purchase the new material, and where such an action is deemed by the Instructor to be of detriment to you or others, your Instructor shall have the right to ask you to either purchase the new material or leave the course until you make arrangements to continue the course to the satisfaction of the Instructor.

4.11 A re-sit may only be applicable if you have attended the previous course on all days scheduled and that you attended punctually as per the instructors guidelines and you may only re-sit up to 3 months after your first scheduled course date (induction date). Please note you will only be able to re-sit if there are

available seats and you must have received a letter of confirmation.

4.12 Information you receive from the course provider pertinent to your consultation, application, training, certification, guidance, information, funding, and all other services shall be deemed to have been read, understood and agreed by you.

4.13 All TFTA courses end with a Student Appraisal Report. The student must sign the Student Appraisal Report declaring that the course has ended and that he or she has received the copy of the Student Appraisal Report.

5.0 Job placement guarantee

5.1 TFRA would ensure Job placement within 3 calendar months of the student providing all certificates and accreditations to TFTA.

5.2 The student has to provide all certificates and accreditations to TFTA within 6 months of the start date of the course, or package of courses otherwise the job guarantee shall be considered as void and no refund shall be made.

5.3 In accordance to clause 5.1 if TFRA is unable to find the student a position of employment within 3 calendar months, the CeMAP and CMA fees paid by the student will be reimbursed in full.

5.4 In accordance to clause 5.1 and 5.2, the offer of reimbursement to the student shall be made by the end of the 4th month of TFRA engaged in the activity of seeking employment for the student.

5.5 If the student does not abide by all of the terms and conditions the Job Placement guarantee shall be deemed as void and no refund shall be made.

5.6 All classes, training and induction days MUST be attended, unless reasonable notice and authentic documentation is provided. Any information supplied may be verified.

5.7 All interviews arranged by TFRA must be attended by the student.

5.8 Any reasonable job offers must be accepted by the student.

5.9 If for any reason the student fails to disclose, at the time of booking on to the course, any information why he or she may be unable to work within the UK, and this could include visa restrictions and any medical conditions, and subsequently prevents the student from being considered for employment then the students' job guarantee shall be deemed as void and no refund shall be made.

5.10 The job opportunities offered by TFRA shall be either commission or salary based or a combination of both.

6.0 Cancellation – By You

6.1 Where you have booked a course and we have accepted that booking, then if you wish to cancel the course you must notify us in writing within 14 days after your first payment. Where we receive such notification we will refund to you the course fee in full.

6.2 Where you have booked a course and that course is scheduled to start within 14 days, then no refund shall be made.

6.3 In any event where a course or package of courses is booked less than 14 days before the course start date or the first course in a package, no refund will be made if you choose to cancel the course.

6.4 Where you have chosen to pay for your course by any form of loan (including a career development loan) then you will be deemed to have cancelled the course if you (or any lender) fails to pay the balance of the course fee (for whatever reason) to us in cleared funds within 14 days before the course, or the first course in a package of courses, is due to begin. Where any such course or package of courses is deemed to be cancelled by you we will not refund any deposit paid by you.

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6.5 Where a course is deemed to have been cancelled in accordance with clause 6.4 as above, but you have attended the course you will be liable to pay the full fee in respect of that course or, where a package of courses is deemed to be cancelled in accordance with clause 6.4 as above and you have attended any of the courses within that package you will be liable to pay for each of the courses you have attended at the rate payable for attending that individual course at the rate prevailing in our standard price list at the time you attended notwithstanding that this fee may exceed the *pro rata* course fee payable for attending all the courses within the package.

6.6 In the instance that a refund has been authorised it can take up to 14 days to process the payment. All refunds will be issued by cheque only.

7.0 Cancellation – By Us

7.1 Where we cancel or postpone a course or package of courses for any reason we will offer you alternative dates for the provision of the course or package of courses but we will make no refund to you. However, where the alternative dates are not convenient for you then we will refund the course fee in respect of the individual course cancelled at the rate prevailing in our standard price for a single booking or at the discounted rate for the package of course lists at the time of the cancellation based on the original offer.

7.2 For the avoidance of doubt, you are not entitled to a refund in respect of the total course fee payable in respect of a package of courses where we have cancelled a course within a package of courses and the alternative dates are not convenient for you, we will refund only the fee payable in respect of the individual course at the discounted rate offered for the package at the time of cancellation based on your original offer.

7.3 If for any unforeseen circumstances we are unable to provide a trainer on the specified course date, you will be offered alternative date(s) to complete your training and no refund will be made.

8.0 Value Added Tax

8.1 In general terms courses delivered in the UK for all students, whether business or independent, and wherever from, will be a standard rated supply. There is a possibility that vat reclaims could be made under the 8th/ 13th directives.

8.2 Where services are performed overseas:

- a. to a business in the EC then the supply will be outside the scope of UK vat (no vat)
- b. to an independent student in the EC then the supply will be standard rated.
- c. to a business or an independent student outside the EC then the supply will be outside the scope of UK vat (no vat)

9.0 Governing Law etc.

9.1 This agreement is governed by the law of England and Wales.

9.2 This agreement forms the entire agreement between the parties and may only be waived, varied or added to by the express agreement in writing by a director of the course provider.