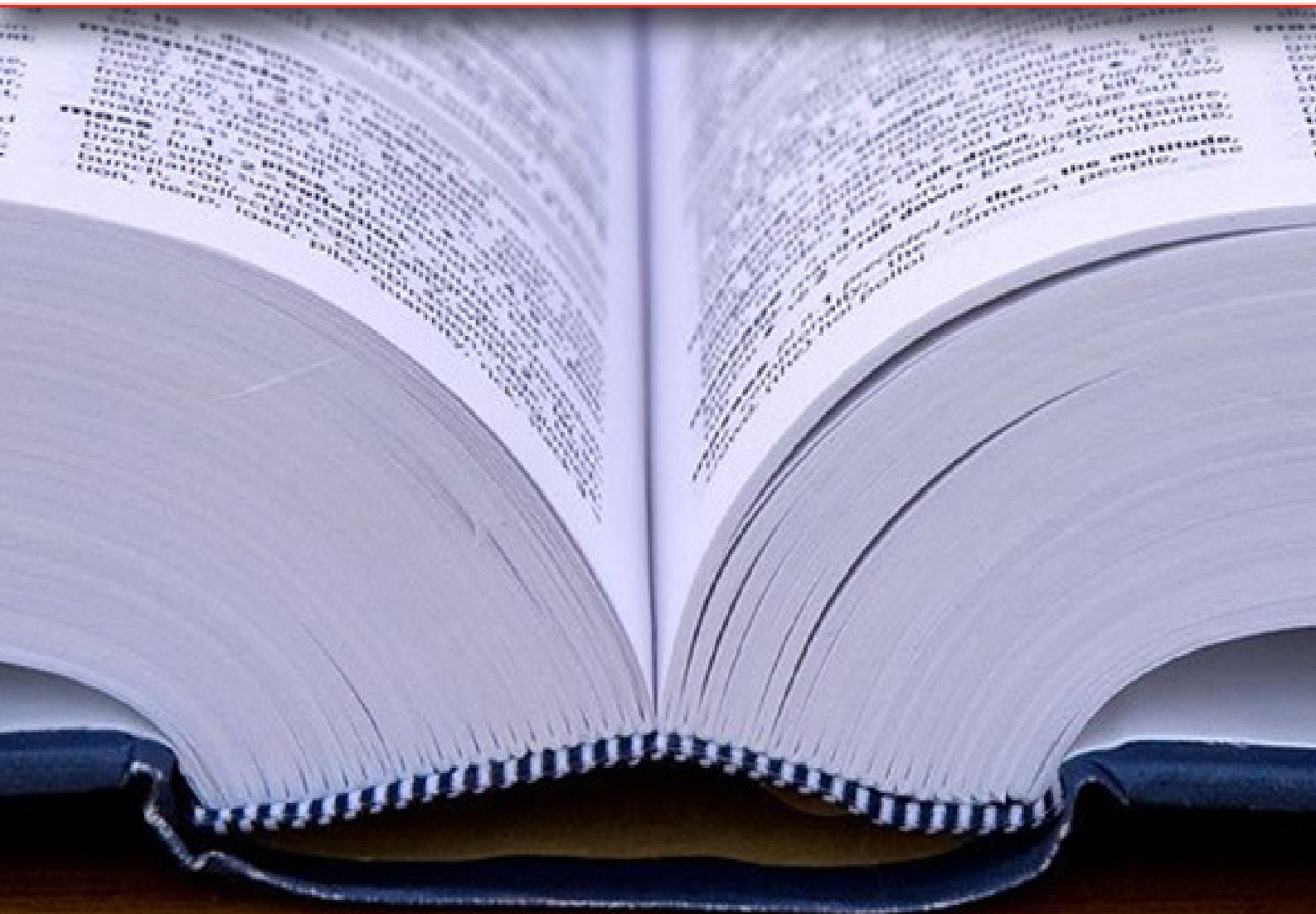


Terms Conditions/Contract



Explanation:

College: means Irish Academy of Massage & Beauty Training Ltd (T/A Waverley Academy) registered office, Waverley Business Park, Old Naas Road, Dublin 12 and company registered number 392805.

TWA: The Waverley Academy.

Agreement: means the contract and these terms and conditions.

Contract: means the college's offer to provide the services and the learner's acceptance of it under condition 1.0

Enrolment Letter: means the college's letter of enrolment/acceptance to learner.

Application Form: means the learners commitment to the course/programme/college.

Course/Programme: means any certificate, diploma or any other course/programme and/or educational service to be provided by the college as set out in the enrolment letter.

Services: means the services to be provided to the learner by the college as set out in the enrolment letter.

Learner: means a person who has enrolled with the college to provide the services.

A Force Majeure Event: circumstances beyond our control for example: war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies.

Application of Conditions:

These Conditions will apply to and be incorporated into the contract and together set out the whole agreement between the learner and the college for the supply of the services.

1.0 The college's enrolment letter forms an agreement by the college to supply the service/s specified and these conditions apply for the duration of the applicable course/programme. All terms and conditions are accepted by learners upon the booking of any course/programme. This means a binding contract will be created either by:

1.1 The learner signing the application form.

1.2 By the learner commencing the course/programme.

1.3 By the learner paying part or all of the course/programme fees to the college.

The College's Obligations:

2.0 The college will comply with all applicable statutory and regulatory requirements in the supply of the services.

2.1 The College will comply with all relevant obligations of the Data Protection Acts 1988 and 2003.

The Learner's Obligations:

3.0 The learner will complete an application form.

3.1 The learner agrees that all information contained in the application form, submitted by the learner to the college is true and accurate.

3.2 The learner will conduct him/herself at all times in a manner which demonstrates respect for the college, trainers, staff, fellow learners and college property.

3.3 The learner agrees to inform the college of any changes in name/contact numbers/ address/email. Failure to do so could result in important correspondence/information not being received.

Fees & Payments

4.0 Learners should pay all course/exam fees on specified dates (unless otherwise agreed). Fees may be paid by credit/laser card or cash at the office - or cheque, bankers draft, direct debit or postal order made payable to The Waverley Academy, Waverley Business Park, Old Naas Road Dublin 12. (Please do not send cash by post or give course fees to trainers).

4.1 A statement of course fees including exam fees, payments received and the outstanding balance will be emailed within 10 to 15 working days from course commencement date. The learner is responsible for monitoring their fees (this is not the responsibility of TWA) Example balance of fees, dates when fees have to be paid and fees paid by direct debit.

4.2 If a learner fails to meet the payment agreement the learner will be contacted by email from the accounts department to advise them that their payment has not been received/ paid and they will have 5 working days to make payment. If payment is not received within these 5 days the following procedure will apply:

- A. The learner cannot attend class if the payment has not been received by day 5
- B. The learner will then be contacted by phone to make payment in the next 2 days
- C. On the morning of the third day, should the payment have not been received a formal letter will be sent by post
- D. If contact/payment has not been made within the next 2 days of receipt of formal letter this debt will then be referred to a legal institute for recovery resulting in possible legal action.

4.3 Instalments of course fees are made by direct debit or by credit/laser card at no extra charge. All payments must be made even if you discontinue your training. Failure to do so may result in the debt being referred to a legal institute for recovery resulting in possible legal action. Costs for this action will be incurred by you.

4.4 Payments will be processed on the last Friday of the month (unless otherwise agreed) December payment will be processed on the 3rd Friday of the month.

4.5 Penalties

The learner is responsible for monitoring their fees (this is not the responsibility of TWA) Example balance of fees, dates when fees have to be paid and fees paid by direct debit. To this end:

- A. A fee of €25 will be applied to every payment which is declined by bank/credit card company.
- B. A fee of €25 will be applied to every payment not paid on agreed dates.
- C. Suspension from classes if fees are not paid.

4.6 It is not the policy of the college to refund fees or deposits unless course/programme does not commence. Neither is it the policy of the college to refund fees under any circumstances for certificates/diplomas courses/programmes that have been delivered in full by the college.

4.7 All course fees must be paid in full and in accordance with the payment agreement.

4.8 If a learner fails to complete a course/programme for any reason, all outstanding fees will remain payable to the college. Non completion of a course/programme will not waive course fee obligations.

4.9 In the event of a learner not completing a course/programme for medical reasons, where fees remain payable will be at the full discretion of the college.

4.10 Should a learner wish to transfer to another college course/programme such transfer will be at the discretion of the college.

4.11 The transfer of deposits to other college courses/programmes will be at the discretion of the college.

4.12 Your training will be suspended if you do not adhere to agreed payments and in the case of too much time elapsing training will be discontinued.

4.13 The college also reserves the right to change/alter any payment plans entered into with learners.

4.14 Fees are non-refundable if the course is interrupted or cancelled through a force majeure event.

Courses/Programmes

5.0 The college reserves the right to change class times, dates, trainers, products, materials, rooms and exams where necessary or due to external factors beyond our control. In extenuating circumstances the college also reserves the right to conduct training from a different venue other than the one which you commenced your training at.

We also reserve the right to update/amend our learner handbook, terms/conditions/contract and exam fees/payment plans/policies at any time.

5.1 All individual courses are subject to numbers including courses that are advertised as combination courses. (Example if 2/3 certificate courses/programmes are advertised as a combined course/programme), minimum numbers will be required for each individual certificate/diploma/course/programme in order for it to proceed.

5.2 In the event of extenuating circumstances where by any course needs to be cancelled part-way through the college will refund learners for any parts of the course/programme (only) for which they have paid for and that was not completed. (Please note fees will not be refunded under any circumstances for certificates/diplomas that have been delivered in full by the college).

5.3 It is not the policy of the college to cancel classes. However in the event of classes being cancelled due to unforeseen circumstances (e.g. bad weather) the Waverley Academy will make every effort possible to reschedule classes within the time frame set out for completion of the course/programme. However in the event of this not being possible, theory classes will be replaced with practical classes where relevant. Replacement classes may not be on the same day/evening as that of the course/programme learners enrolled on. The Waverley Academy will make every effort possible to reschedule cancelled classes although due to time restraints, availability of trainer and/or facilities this may not always be possible.

5.4 Access to a PC – learners will need access to the Internet and a PC to view important documents and study aids. Learners will also need access to a printer as they will be required to print documents for their studies.

5.5 Learners are responsible for all materials distributed to them by the college (where applicable). The Academy cannot replace any materials lost or misplaced by learners.

5.6 It is the sole responsibility of learners to complete case studies/evidence of treatments/ assignments within the time frames outlined by the college and trainers.

5.7 It is prohibited to record classes on any device.

5.8 In order for all learners to gain maximum benefit from the course/programme it is important that learners participate in all practical classes.

5.9 A high level of attendance is expected from learners if enrolled on certificate/diploma courses/programmes (ITEC guidelines state 90%) although some allowances may be made in extenuating circumstances.

5.10 Learners will need to practice on each other during the course/programme, in the event of uneven numbers two learners may have to practice on one learner or learners may have to work on themselves.

5.11 If the learner is unable to attend a class for medical reasons/unforeseen circumstances, the learner should contact the college at the earliest opportunity.

5.12 Learners should be punctual for all classes.

5.13 It is not the responsibility of the college to provide additional teaching hours for learners to catch up on classes missed due to lateness or absenteeism for whatever reason. This is the responsibility of the learner.

5.14 If models are required the college is not obliged to provide models and this must be organised by the learner.

5.15 In the event of any breach of college terms & conditions the college reserves the right to terminate learners immediately from the course/programme. It is not the policy of the college to refund fees.

5.16 Learners under the influence of alcohol or any illegal substances should not attend classes/tutorials.

5.17 The Waverley Academy is not responsible for any technical issues beyond its control that may interfere with any of its online study/learning resources.

5.18 It is the responsibility of the learner to read any other documents as outlined by the Waverley Academy that relate to your studies at the college.

5.19 The college reserves the right and sole discretion to remove from the course/programme any learner who is disruptive to other learners, breaches health and safety guidelines or endangers themselves or others, if they arrive excessively late or miss any part of the course. If a learner is asked to leave the course/programme for the above reasons no refund will be given.

5.20 All terms/conditions/contract are accepted by learners upon the booking of any course/programme.

5.21 The college cannot be responsible for any errors, (human, typographical or other), on its website and while it will strive to ensure that all information and images are correct it reserves the right to correct any errors on its website, brought to its attention by learners, consumers or staff.

Examinations

6.0 You will not be entered for exams if your course fees are not paid in full.

6.1 You will not be entered for exams if your exam fees are not paid in full (where applicable).

6.2 If you do not have case studies/evidence of treatments/assignments for the day of your practical exam/s you will not be allowed to take part in your practical exam/s.

6.3 If the examiner refers your case studies/evidence of treatments because any of the content is unsatisfactory there will be a fee of €20 for a Waverley Academy trainer to check and sign off the case studies/treatment of evidence.

6.4 If the learner has to re-sit theory unit/s or practical unit/s there will be a re-sit fee applicable.

6.5 Practical re-sits are subject to the required amount of learners.

6.6 Exams will be conducted midweek and may not be on the same day or in the same venue where you attended for class/classes.

6.7 The college is not responsible for exam results issued by awarding authority.

6.8 The college cannot be responsible for any changes made by awarding authorities to qualifications, exams or their exam policies and procedures.

6.9 ITEC will be unable to accept requests for exemptions from exams for qualifications that are more than 5 years old. If your qualification is less than 5 years old you must supply evidence.

6.10 If a learner fails to attend an examination for any reason the college is not obliged to offer another exam date.

6.11 Please find below the terms and conditions for Exams & Assessments (referred to as EA's throughout)

6.12 EA's are conducted during courses, towards the end of courses, or when courses have finished.

6.13 If you do not pass your EA/s at your first attempt you will have one year from the date of your first attempt to complete all EA's successfully.

6.14 For theoretical EA aspects you will be allowed 2 more attempts (these are referred to as re-sits). There are 2 designated periods during the year for these re-sits.

6.15 For Practical EA's you will be allowed one more attempt. There will be one designated period during the year for this. (Please note: Practical EA's are subject to the required amount of learners.)

6.16 If you do not attend for any EA dates set out for you we will not arrange any other date/time for your EA. In other words, you must attend for EA's dates (including first attempt) as scheduled, or there is no second chance. This applies to theory and practical EA's.

6.17 Fees will be charged for any EA repeats and/or any additional course work to be completed outside of course timetable/timeframe.

6.18 The college reserves the right to change any details related to exams and/or to update exam policies.

Internal Assessments/Exams

7.0 You must complete all your course work including practical assessments within the course timetable/timeframe.

7.1 In the event that your practical assessments (or any relevant course work) is/are not completed within the recommended timetabled classes you will not be allowed take your final practical assessment. (This will mean you will not receive your qualification as all elements of the course/programme will not have been completed.)

7.2 In the event that you do wish to complete any outstanding course work or EA's outside of the course/programme timetable/timeframe, (and assuming we can accommodate your requests) there will be minimum fee of €500 for to facilitate this.

Liability

8.0 The College is not responsible for any items or valuables belonging to learners while attending the college e.g. mobile phones, textbooks, notebooks, folders, case studies, jewellery, pencil cases, coats, towels, equipment, products etc.

8.1 The college does not take responsibility for any allergic reactions due to the use of products in classes. The responsibility is on the learner to check ingredients in products provided by the college.

8.2 Liability of the College for losses arising from its negligence, breach of contract or otherwise will be limited to the full amount paid by the learner for the particular course/programme.

Data Protection

9.0 The learner acknowledges and agrees that we collect and store certain information about you including your name, telephone number, email address, postal address when you request information about our courses/programmes.

9.1 If you are enrolled as a learner we may also collect other personal data such as your date of birth, information regarding your health, credit or debit card number and other payment information. This data is considered "sensitive data" and you consent to our collection, storage and use of such sensitive data.

9.2 We may also use your postal address and email address to send you information about other courses/programmes similar to those you have enrolled on and to provide you with the latest information. If you do not wish us to send you this additional information, you can let us know by following the opt-out instructions that we include in every email.

9.3 We will need to use your data to perform our obligations and exercise our rights under agreements made with you and to inform you of exam results.

Social Media

10.0 The Learner agrees to their work/themselves being posted on any of Waverley Academy's social media platforms throughout and after completion of the course.

10.1 The college is not responsible for any interaction by learners on social media.

Disclaimer

11.0 Whilst every effort has been made to ensure the information contained in this document is correct, the college is not liable for any errors or omissions.

11.1 The college cannot be responsible for any errors, (human, typographical or other) in its communications and while it will strive to ensure that all information is correct it reserves the right to correct any errors brought to its attention by learners, consumers or staff.