

# QA Higher Education Online Courses Terms & Conditions

## 1. Introduction

- 1.1. These terms and conditions (“Terms”) along with any documents referred to herein set out the terms on which QAHE Limited (“QAHE”) will deliver Online Courses to you and your obligations to us. If there is any discrepancy between these Terms and any of the documents referred to herein, the provisions of these Terms shall prevail.
- 1.2. Please read these Terms carefully. The Terms explain who we are, how we will deliver the Online Courses to you, how the Contract may be terminated, what to do if there is a problem and other important information.
- 1.3. By ordering any of our Online Courses, you agree to be bound by these Terms.
- 1.4. We may update these Terms from time to time. When we update our Terms we will take appropriate measures to inform you, consistent with the significance of the changes we make. Any updates or amendments will be posted on the QAHE Website.

## 2. About QAHE and how to contact us

- 2.1. In these Terms references to “we”, “us”, “our” or “QAHE” are to QAHE Limited, a company registered in England and Wales (company number 11325201) whose registered office is at 1 St Katharine’s Way, London, E1W 1UN.
- 2.2. In these Terms references to “you” or “your” are references to you as an applicant for and/or student on an Online Course.
- 2.3. You can contact us as via our website at <https://qahighereducation.com/contact-us/>

## 3. Definitions

- 3.1. In these Terms each of the following words and expressions shall, unless the context otherwise requires, have the following meanings:
  - Content** means the Online Courses, Course Materials and the QAHE Website.
  - Contract** means the contract for us to provide and for you to receive the Online Course in accordance with these Terms.
  - Course Materials** means any learning materials supplied by us to you as part of your enrolment and attendance on the Online Course.
  - Online Course** means the online course offered by QAHE that you wish to study or are studying (as appropriate).
  - QAHE Website** means our website at <https://qahighereducation.com/>
  - Tuition Fees** means the fees applicable to the Online Course, as set out on the QAHE Website.

## 4. Course Information and entry criteria

- 4.1. Details of the Online Course, any facilities and access to services, and any requirements for you to access the Online Course and any Course Materials are set out on the QAHE Website. Our acceptance of you on to an Online Course is subject to the conditions outlined on the QAHE Website along with our academic and other regulations, policies and procedures, including our finance and fee payment policies and disciplinary procedures.
- 4.2. You may be required to provide the Admissions Office with original or certified qualifications, as stated in the Entry requirements for the Online Course on the QAHE Website. QAHE is entitled to withdraw its offer to you, or terminate your enrolment as a student of QAHE, if it is discovered that you have made false statements, omitted significant information or provided counterfeit or forged documents in your application.
- 4.3. The length of your Online Course will be determined by which Online Course you undertake and what level you are aiming to achieve. If you are unsure of which Online

Course or length of programme you require, please check with the Admissions Office or refer to the QAHE Website.

- 4.4. Please visit the QAHE Website for full details of our [Admissions Framework](#).

## 5. Attendance

- 5.1. You should check prior to enrolment that you have the minimum equipment requirements to access and participate in the Online Course online, as detailed in the course specification on the QAHE Website.
- 5.2. QAHE monitors student attendance. You are expected to attend all timetabled sessions of your Online Course and to fully engage with the Online Course by submitting and attending all required assessments.

## 6. Tuition Fees

### General Terms for Payment

- 6.1. Tuition Fees must be paid in full before registration/enrolment week unless otherwise set out in the Schedule to these Terms.
- 6.2. The Tuition Fees must be received in cleared funds in accordance with the payment methods set out at the end of these Terms.
- 6.3. Payment must be made strictly on or before the dates set out by us.
- 6.4. You will not be able to commence your Online Course until we have received the relevant payment.
- 6.5. Please note that:
- 6.5.1. payments made to us are not transferrable between you and anyone else;
  - 6.5.2. it is your responsibility to ensure that your Tuition Fees are paid;
  - 6.5.3. we are not liable for any payment that does not reach our correct account due to you entering our details incorrectly;
  - 6.5.4. We are not liable if your bank, building society, credit card or debit card supplier declines or refuses payment. It is your responsibility to check that payment has been deducted from your account;
  - 6.5.5. You are not entitled to a refund if you do not complete our enrolment formalities, fail to attend the programme on the specified dates set out in your timetable or otherwise fail to follow our Online Course terms.
- 6.6. All Tuition Fees and any other payments required to be made to us are payable in in GBP sterling (£) and are, unless otherwise stated, inclusive of VAT.
- 6.7. Tuition Fees are subject to regular review and change. Tuition Fees and other amounts payable are published separately for each intake and the most recently published pricing is payable by all students studying at the relevant time unless the Tuition Fees (or other relevant amounts) were paid in full prior to the publication of the new pricing. The Tuition Fees for the duration of your programme will be set out in your offer letter.

### Payment Methods

- 6.8. **Payment via bank transfer;** The preferred method of payment is via bank transfer. Our bank details are set out below.

<b>Bank Details for QAHE (Services)</b>	
Bank name	Barclays Bank Plc
Branch	Manchester City 8
Account Number	00085200
Sort Code	20-55-58
Account Name	QAHE (Services) Ltd
IBAN	GB28BARC20555800085200
Swift	BARCGB22

Please always quote your name and student ID or application number so that we can allocate the payment to you.

- 6.9. **Payment via credit/debit card;** We accept payments from the following cards: Visa Credit/ Mastercard / Visa Debit / American Express. We accept credit/debit card payments over the phone and in person. If you wish to make a payment over the phone please contact us using the telephone number 0207 656 8450.
- 6.10. **Payment in person;** Alternatively you can pay by debit/credit card at the Finance offices at our Birmingham and London campuses. Please note that we may require you to provide photo identification at the time that you make such payment. This identification should either be a passport or student ID card (if applicable) which we will copy and attach to your application.
- 6.11. **Payments in cash;** Please note that we do not encourage the payment of Tuition Fees in cash and reserve the right to refuse payments in cash in our sole discretion. Where cash payments are made directly into our bank account we will require the payee to provide evidence of the source of the funds. Evidence is to include the cash withdrawal from a bank account. In instances where a refund is requested, and a cash payment was made to us, we reserve the right to refuse to pay the refund until the appropriate evidence of source of funds is provided.
- 6.12. We are committed to assisting you in your studies wherever possible. If you are experiencing unforeseen financial difficulties in paying your Tuition Fees you should contact the Finance team for support and advice as soon as possible.

## 7. Non-payment of Tuition Fees

- 7.1. If you fail to pay the Tuition Fees in accordance with these Terms then the following action may be taken unless and until payment is made in accordance with these Terms:
  - 7.1.1. We may suspend or terminate your registration on the Online Course; and
  - 7.1.2. We won't issue any of your pending exam results or award your applicable qualifications;

## 8. Terminating the Contract

### Changing your mind

- 8.1. You have a legal right to change your mind and cancel your Online Course within 14 days, starting on the day you accept your offer ("Contract Date"). If the Contract Date is less than 14 days prior to the commencement of your Online Course, you may cancel at any time up to the commencement of your Online Course. If you cancel your Online Course in accordance with this clause 8.1 ("Statutory Cancellation") you will be entitled to a full refund of any payments you have made in respect of the Online Course.
- 8.2. If you change your mind and the time limit has passed for Statutory Cancellation, you may still cancel the Contract. However, you may be liable for Tuition Fees and/or only entitled to a partial refund in accordance with the Schedule.

### Your other rights to terminate

- 8.3. You may be able to end the Contract if we have not fulfilled our obligations. Examples might include the unlikely event that your Online Course is cancelled by us, that we have made a significant change to the Online Course that you do not agree with or that there is an unacceptable delay by us in delivering the Online Course.

### Our right to terminate

- 8.4. We reserve the right to terminate the Contract at any time for:
  - 8.4.1. Non-payment of Tuition Fees or other amounts due;
  - 8.4.2. Failure to meet the ongoing attendance requirements;
  - 8.4.3. Late enrolment and/or late commencement of study;

- 8.4.4. Failing to provide or providing misleading information in accordance with clause 4.2; and
- 8.4.5. Failure to demonstrate, in our sole opinion, satisfactory academic progression.

No refunds will be made to any students (including any prepaid fees or deposits) dismissed or withdrawn in accordance with this clause.

## 9. Refunds

- 9.1. You are entitled to a refund (or partial refund) if you change your mind in accordance with clause 8.1.
- 9.2. Other than in relation to a Statutory Cancellation, Tuition Fees are generally **non-refundable and non-transferable**. You might be entitled to a refund if:
  - 9.2.1. You terminate the Contract in accordance with clause 8.2 or 8.3;
  - 9.2.2. if you do not meet the conditions of your offer; or
  - 9.2.3. if you have serious personal extenuating circumstances\*\* which prevent you from studying, e.g. in a serious case of illness.
- 9.3. Refunds granted in accordance with clause 9.2.3 are at QAHE's sole discretion and will only be given where QAHE is satisfied that there is evidence of serious personal extenuating circumstances.
- 9.4. All refund requests (other than requests made in accordance with a Statutory Cancellation) submitted because the student does not intend to commence the Online Course must be received by us no later than 4 weeks from the Online Course commencement date. Refunds received after this date will be declined.
- 9.5. For students who chose to withdraw from the Online Course the fee liability will be as set out in the Schedule. The criteria in the Schedule includes withdrawals where students are unable to continue the Online Course because we consider there has been insufficient academic progression achievement.
- 9.6. Unless we are prevented by law from doing so, we reserve the right to deduct an administration fee and any other associated costs (such as tuition costs for the classes that have been completed prior to your refund request submission) from any refund we pay to you.
- 9.7. To request a refund you must complete a Refund Form, attach the required documents and send it to us at [refunds@qa.com](mailto:refunds@qa.com).
- 9.8. Refund requests that do not meet the criteria set out in the Schedule or this clause 9 but are perceived by you to be legitimate will be reviewed by us upon receipt of a written request by you to do so. Any decision is made at our absolute discretion and is final.
- 9.9. All refunds will be made in GBP. We will not be liable for any losses incurred as a result of currency fluctuations or exchange rates.

## 10. Deferring your Online Course

- 10.1. You may be able to defer enrolment for one relevant sitting, provided we have received written notification 14 days prior to the Online Course commencement date.
- 10.2. If you have already deferred your offer to study with us once, we may refuse your deferral request.
- 10.3. We will charge you an administration fee as set out in the Schedule for arranging permitted course deferral.
- 10.4. Interruption to study requests will not be approved when the student is citing financial reasons. Students must have acceptable personal extenuating circumstances. The approval of any interruption to study request will be made by the directors of QAHE. In instances where a student has a credit balance on their account and has not restarted their study after twelve months from interruption, the credit balance will be forfeited to QAHE.

## **11. Changes to the Online Courses**

- 11.1. We may change elements of the Online Courses for various reasons including legal and regulatory changes; correcting errors or omissions; or making adjustments or improvements to the academic content, academic calendar or teaching methods.
- 11.2. We reserve the right to make more significant changes such as withdrawing an Online Course entirely before you have accepted our offer and we have authorised your access if, for instance, there is insufficient take up. We will consult you before making any significant changes to an Online Course on which you are enrolled, other than those which are beneficial to students such as improvements to the Course Materials.
- 11.3. We may update digital content in the Course Materials to reflect changes in fact, understanding, research or law. We will ensure the content matches the description we provided before you enrolled.
- 11.4. We reserve the right to postpone, relocate, re-structure or cancel any classes, tutorials, lectures, seminars or other teaching sessions or examinations. We will make reasonable efforts to inform you of any such changes as early as possible.

## **12. Intellectual Property Rights**

- 12.1. The intellectual property in the Content either belongs to us or is licenced to us. We grant to you a fully revocable, worldwide, non-exclusive, non-transferable, non-sub-licensable licence to access and use the Content as an individual solely for the purpose of your studying of and participation in the Online Course.
- 12.2. You will not at any time make any unauthorised use of, copy, reproduce, modify, distribute, republish, display, post or transmit any aspect of the Content containing such intellectual property rights, nor authorise or permit any person to do so.
- 12.3. Subject to clauses 12.1 and 12.2, any documentation, course work or other materials created by you as a student on an Online Course will be owned by you. Where you have submitted such work to us as part of the Online Course you agree to grant to us an irrevocable, worldwide, non-exclusive, transferable, sub-licensable licence of that work for us to use in order to deliver the Online Course to you (including submission to external examiners/moderators if appropriate) as well as for academic, research and publication purposes. We will ensure that you are appropriately referenced as the creator of the work, unless it is necessary to anonymise such reference, such as for marking and moderating purposes.

## **13. Liability**

- 13.1. Nothing in these Terms shall limit or exclude our liability to you for any death or personal injury caused by a party's negligence or any statutory or other liability that cannot be excluded by law (including, but not limited to, your rights as a consumer).
- 13.2. We provide the Content in good faith but give no warranty or representation that the Content is accurate, complete, up to date, that it will meet your requirements, nor that it does not infringe the rights of any third party. We exclude all representations, warranties, conditions and terms to the fullest extent permitted by law.
- 13.3. Whilst we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programmes on the QAHE Website and in the provision of the Online Courses, we accept no liability for them.
- 13.4. We accept no responsibility for any; (i) special, indirect or consequential loss; (ii) loss as a result of any changes that we may make to the Content or any temporary interruptions in the provision of the Content; (iii) the deletion of, corruption of, or failure to store any Content (including any work created and/or submitted by you); (iv) your failure to provide us with accurate account information; and (v) your failure to keep your account details secure and confidential.

- 13.5. We reserve the right to suspend your use of and/or access to the Content at any time for operational, regulatory, legal or other reasons.
- 13.6. We will use reasonable skill and care to carry out our obligations to you in accordance with these Terms. Subject to clause 13.1, our total liability to you in respect of any claims or losses shall not exceed the amount of the Tuition Fees paid by you in respect of the Online Course.

#### **14. Data Protection**

- 14.1. We will process any of your personal data in accordance with our Privacy Policy, which is available on the QAHE Website or upon request.

#### **15. Complaints**

- 15.1. We have a student complaints procedure that is accessible via the QAHE Website. There is also a dedicated mailbox for complaints, [QAHE.Complaints@qa.com](mailto:QAHE.Complaints@qa.com), which you can contact for further guidance. We anticipate the vast majority of complaints to be resolved informally. The Senior Management Team has overall responsibility for complaints.
- 15.2. QAHE is a member of the Office of the Independent Adjudicator for Higher Education (OIA) Complaints Scheme. If you are not happy with the outcome of your complaint with us, you may be able to ask the OIA to review your case. Please visit the [OIA website](#) for further information.

#### **16. Law and jurisdiction**

- 16.1. These Terms, your use and access to the Content and all other policies issued by us (whether referred to herein or not) are governed by and construed in accordance with the laws of England and Wales.
- 16.2. Any disputes arising between us (whether contractual or non-contractual) in connection with these Terms and your use and access to the Content shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 16.3. Notwithstanding clause 16.1, you agree that we are permitted to apply for injunctive remedies (or other types of interim relief) in any jurisdiction.

#### **17. Other important terms**

- 17.1. If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of these Terms will remain in full force and effect.
- 17.2. We may transfer or assign any part of our rights or delegate our obligations under these Terms. You are not entitled to transfer or assign, by operation of law or otherwise, any part of your rights or delegate your obligations under these Terms without our prior written consent.
- 17.3. No third party is entitled to enforce any of these Terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 (which is expressly excluded) or otherwise.
- 17.4. These Terms and any documents referred to herein set out the entire agreement between us and replace any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.
- 17.5. Any delay or failure by us to exercise any right we may have under these Terms does not constitute a waiver by us of that right.

## **SCHEDULE**

### **Refunds in relation to the Pre-Sessional English Online Course:**

5 week programme:

- Withdrawal in the first 5 weeks of teaching – No refund

10 week programme:

- Withdrawal in the first 5 weeks of teaching – 50% of total fees due to be refunded
- Withdrawal from Week 6 onwards – no refund.

15 week programme

- Withdrawal in the first 5 weeks of teaching – 66% of total tuition fee refunded.
- Withdrawal in week 6 to week 10 -33% of the total tuition fee refunded.
- Withdrawal from week 11 onwards – no refund.

20 week programme

- Withdrawal in the first 5 weeks of teaching – 75% of total tuition fee refunded.
- Withdrawal in week 6 to week 10 - 50% of the total tuition fee refunded.
- Withdrawal in week 11 to week 15 – 25%of the total tuition fee refunded
- Withdrawal from week 16 onwards – no refund.

### **Administration fee for a permitted course deferral**

£150