

TERMS AND CONDITIONS



Effective for non-accredited short courses booking at SAE UK on or after 16 December 2016.

1. Introduction

1.1 These terms and conditions apply to all non-accredited short courses provided by SAE Institute UK ("SAE" or "we" "us" or "our") to consumers.

1.2 In these Terms, the following expressions have the following meanings:

"Application" means your application for a place on the Course, made by submitting your Booking Form;

"Booking Form" means the online or paper Booking Form supplied by us and completed by you;

"Confirmation" means the point at which you have paid for the course and we send you written confirmation that your Application is accepted.

"Course" means the course and mode of study set out on the Website in the short course description or such alternative course that you and we subsequently agree that you will undertake;

"Event Outside Our Control" means an event or circumstances beyond our reasonable control, including technical problems, power failure, loss of internet or poor connectivity, urgent or necessary maintenance that may arise from time to time, strikes, extreme adverse weather conditions, and acts of god;

"Fees" means the tuition fees and administration fees payable by you in relation to the Course;

"Services" means the teaching services and related teaching materials that we will provide in relation to the Course;

"Website" means our pages on the SAE Institute UK website at www.sae.edu/gbr;

"Working Days" means days other than Saturdays and Sundays and public holidays in England and Scotland.

2. About us

SAE is the trading name of SAE Education Ltd. Registered in England No 06647488. Registered office:

SAE Oxford | Littlemore Park | Armstrong Road | Oxford | OX4 4FY | +44 (0) 3330 112 315 | enquiries@sae.edu

3. Bookings

3.1 Your Application is an offer to us to enter into a binding contract with us to purchase a place on the Course. We are free to accept or decline your Application at our absolute discretion. Your offer is only accepted when we send you written confirmation that your Application is accepted or that we are able to offer you a place on the Course (the "Confirmation").

3.2 At the point of our Confirmation, a contract will come into existence between us and you (the "Contract"). The Contract will continue until the completion of the Course, unless it is cancelled earlier in accordance with these Terms.

3.3 The Contract will be subject to these Terms and the Booking Form. We consider that these Terms and the Booking Form set out the entire agreement between you and us in relation to the Course.

3.4 Please check that you have read and understood the Terms and that you have ensured the Booking Form and any other documents supplied are complete, accurate and up-to-date.

4. Late Applications

4.1 If your Application is submitted 5 or fewer Working Days of the Course commencing, we cannot guarantee that the Confirmation will reach you before the Course starts. In these circumstances, we will normally provide confirmation by phone or email.

4.2 If you submit your Application 5 or fewer Working Days your Course commencing and you do not receive a response from us with joining instructions for the Course within 24 hours, please contact us at enquiries@sae.edu. You are responsible for checking the status of your Application.

5. The Services

5.1 We will use our reasonable endeavours to ensure that the Services meet the description set out on the Website in all material respects.

5.2 We will use our reasonable endeavours to comply with the timetable for the delivery of the Services which is set out on the Website or otherwise agreed between us. Availability of Courses and/or modules may be subject to change for the following reasons:

5.2.1 Demand – to ensure the number of students is sufficient to deliver an excellent learning and teaching experience;

5.2.2 Sickness or other absence of tutors;

5.2.3 Availability of venues - we may need to change locations within a reasonable distance;

5.2.4 Following other unforeseen changes beyond the SAE's control.

5.3 We may make any changes to the Services which are necessary to ensure that they comply with any applicable law or satisfy regulatory requirements or which do not materially affect the nature or quality of the Services, and we will notify you of any such changes.

6. Your obligations

6.1 You agree to:

a. abide by the Regulations, Policies and Procedures available at www.sae.edu/gbr/sae-regulations

b. maintain an immigration status that entitles you to undertake the Course,

c. attend classes for the Course regularly and on time;

d. ensure that you have a level of spoken and written English sufficient to allow you to participate in the Course (by way of a guideline, if English is not your first language, we would expect you to have an IELTS score of 4.5 for practical courses and 6.0 for lecture courses);

e. refrain from using any audio or visual recording equipment during classes or practical sessions, unless as part of your Course;

f. comply with our health and safety rules as notified to you from time to time, including by wearing suitable clothing and footwear for practical classes;

g. conduct yourself in a professional and courteous manner and refrain from causing offence or nuisance to us, our staff or other students;

h. provide the equipment and materials that we advise you to on the Website or in the Course induction information required for the Course;

- i. only use any facilities and equipment provided by us during the stated hours for delivery of the Course;
- j. not provide access to, or share login details or content of Courses with any third parties.

7. Fees and payment

7.1 The Fees payable are as published on the Website.

7.2 Fees are payable in GBP.

7.3 The Fees are payable at the same time as you submit your Booking Form. We will contact you to take payment and confirm your place.

7.4 If you do not pay the Fees in accordance with these Terms you will not be entitled to start the Course.

7.5 All Fees stated are inclusive of VAT.

7.6 If your employer or organisation is paying the Fees and wishes to be invoiced, please write to us on their headed paper and send a company purchase order when you submit your Booking Form. Payment is required within 30 days or 5 Working Days before the course starts, whichever comes first. If your employer or organisation fails to pay the fees, you remain liable for all outstanding fees.

7.7. In addition to the published course Fees, there may be additional costs such as stationery and other materials required for the Course.

8. Minimum age requirement

8.1 We cannot accept your Application unless you are aged 18 or over on the day that the course starts, unless the Course is specifically advertised as being for persons under that age. By submitting your Application for any Course not advertised as being for persons under 18, you warrant that you are aged 18 or over. If this turns out to be incorrect, we will be entitled to cancel the Contract on written notice to you and you will not be entitled to a refund of the Course Fees.

9. Overseas Applications

9.1 If you are travelling from overseas we may need to contact you in the two weeks prior to the Course starting. You must include your contact details in the UK when you submit your Application.

9.2 You should wait to receive our confirmation before making any travel arrangements. We will not be responsible for any travel or accommodation costs you incur if we do not offer you a place on the Course.

10. Visas

10.1 If you do not hold a UK/EU/EEA passport you will need a visa to travel and that allows you to study in the UK in order to take one of our Courses. For information please see the Home Office website at www.ukvisas.gov.uk.

10.2 It is your responsibility to determine how far in advance you need to apply for a visa, and to allow sufficient time to obtain a visa.

10.3 We will not allow you to join the Course if you do not have a visa that allows you to study and you must present your passport and your visa to the Campus Manager at least two full Working Days before the start of the Course. You will not be entitled to a refund of the Course Fees.

11. Your legal cancellation rights

11.1 If you are a consumer and are not entering into the Contract for purposes connected with a business then you have a legal right under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 to cancel the Contract within 14 days (the "Cancellation Period") without giving any reason. The Cancellation Period will expire 14 days after the date of our Confirmation.

11.2 To cancel within the Cancellation Period you can inform SAE by using one of the following methods:

11.2.1 Emailing ukadmissions@sae.edu with a completed cancellation form available at: www.sae.edu/gbr/sae-regulations or;

11.2.2. Calling SAE on +44 (0) 3330 112 315 and providing the information set out in the cancellation form.

11.3 We will not start providing the Services to you during the Cancellation Period unless you expressly request us to do so.

11.4 If you cancel the Contract in accordance with paragraph 11.1, we will refund the Fees you have paid within 28 days of the date on which you inform us that you wish to cancel. However, if you have expressly requested that we start providing the Services within the Cancellation Period then we will be entitled to charge you a reasonable sum for the Services provided based on the proportion of the Course you have undertaken and the total Fees and we can deduct this sum from any refund payable to you.

11.5 The other paragraphs of these Terms set out your other rights to cancel the Contract which are in addition to and do not affect your rights under paragraph 11.1.

12. Your other cancellation rights

12.1 You may cancel the Contract after the Cancellation Period but before the Course starts by giving us written notice.

12.2 If you give us written notice to cancel the Contract outside the Cancellation Period but at least 28 days before the Course starts, you will be entitled to a refund of the Fees you have paid, less an administrative charge of £35.

12.3 If you give us written notice to cancel the Contract outside the Cancellation Period and fewer than 28 days before the Course starts, you will not be entitled to any refund of the Fees unless we are able to find a replacement student to take your place on the Course. In which case you will be entitled to a refund of the Fees paid. This service is subject to an administration charge of £35.

12.4 You may also cancel the Contract at any time if:

12.4.1 we break the Contract in a material way and do not correct the situation within 14 days of you asking us in writing to do so;

12.4.2 an Event Outside Our Control prevents us from providing the Services when we are supposed to for 2 weeks or more; or

12.4.3 we go into liquidation or a receiver or administrator is appointed over our assets.

12.5 Refunds payable under this paragraph 12 may take up to 28 days to process.

13. Our cancellation rights

13.1 We may cancel the Contract no later than 10 Working Days before the Course starts if there is low demand for the Course in which case you can either:

- 13.1.1 transfer onto an alternative available Course (and receive the balance of the Fees if the Fees for the alternative Course are less than the Fees); or
- 13.1.2 cancel the Contract and receive a full refund of the Fees.

13.2 We may cancel the Contract or suspend you from the Course on written notice to you if:

- 13.2.1 your attendance falls below reasonably acceptable levels (other than for reasons outside your reasonable control);
- 13.2.2 you do not pay the Fees when you are supposed to and do not correct the situation within 14 days of us asking you in writing to do so;
- 13.2.3 we discover that you do not have an immigration status entitling you to undertake the Course;
- 13.2.4 you break the Contract in a material way and do not correct the situation within 14 days of us asking you in writing to do so; or
- 13.2.5 you share Course content with any third party without our prior written permission.

13.3 We may cancel the Contract if an Event Outside Our Control prevents us providing the Services when we are supposed to for 4 weeks or more. At our sole discretion we will either restart the Course as soon as reasonably possible after the Event Outside Our Control is over or we will make a full or partial refund of your payment for the Course.

13.4. If we lose our right for the purposes of relevant legislation to provide the Services no refund will be due.

14. Payment of refunds

14.1 If you become entitled under these Terms to receive a refund then:

- 14.1.1 refunds will be paid in GBP and we will not be responsible for any losses you suffer as a result of currency exchange fluctuations or exchanges;
- 14.1.2 refunds will be paid to the account from which the original payment was made. It is your responsibility to maintain this account for the duration of your studies;
- 14.1.3 we will endeavour to pay refunds within 28 days of your entitlement to a refund being established.

15. Postponement of classes

15.1 If a class is postponed for reasons for which we are responsible, including staff illness, we will make every reasonable effort to reschedule the class or to add the missed hours to the remaining Course classes. We apologise for this inconvenience and urge you contact the relevant Campus Manager if you have any concerns.

16. Non-attendance

16.1 Non-attendance at classes due to reasons other than our default does not entitle you to refunds, extra tuition or a transfer.

16.2 If, for reasons outside your reasonable control (such as illness) you miss classes, we will use our reasonable endeavours to offer you additional support, subject to you paying our additional charges.

17. Transfers and substitutions

17.1 You may transfer onto an alternative Course as long as:

- 17.1.1 a place on a suitable alternative Course is available;
- 17.1.2 you make your written request at least one month before the original Course is due to start or, if make your request later than this, another student can be found for your place;
- 17.1.3 you pay the difference between the Fees you have paid the Fees applicable to the alternative Course;
- 17.1.4 you have not already transferred between Courses on a previous occasion; and
- 17.1.5 you pay us an administrative charge of £35.

17.2 You may transfer your place on the Course to a substitute student as long as:

- 17.2.1 you notify us in writing of the substitute student's name no later than 1 week before the Course starts;
- 17.2.2 the substitute satisfies all of the requirements set out in these Terms and Conditions;
- 17.2.3 This is subject to an administrative charge of £35.

17.3 You may not transfer to another Course once your Course has started.

18. Events outside our control

18.1 We shall not be responsible for any failure to perform or delay in performing our obligations under the Contract that is due to an Event Outside Our Control.

18.2 If an Event Outside Our Control takes place which affects our obligations under the Contract then as set out in paragraph 13.3:

- a) we will contact you as soon as reasonably possible to notify you;
- b) our obligations under the Contract will be suspended and our time for performance extended for the duration of the Event Outside Our Control; and
- c) we will restart the Services as soon as possible when the Event Outside Our Control is over.

19. Our liability to you

19.1 If we fail to comply with the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

19.2 We do not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation.

20. Certificates

20.1 A certificate of attendance will be issued to you in the name specified in your Booking Form, if you have attended at least 80% of the sessions on the Course.

20.2 We issue only certificates of attendance and not certificates of attainment of a particular grade, qualification or standard.

20.3 Certificates of attendance will usually be issued in person. If you require your certificate to be posted, you will be required to provide a stamped addressed envelope.

20.5 If you lose your certificate of attendance, replacements can be provided up to one year from completion of the Course, subject to you paying an administration charge of £35.

21. Data protection

21.1 We will use the personal information you provide to us to:

- (a) provide the Services;
- (b) process your payment for the Fees; and
- (c) inform you about similar products or Services that we provide. You may ask us at any time to stop using your information in this way.

21.2 We will not give your personal data to any other third party except that:

- (a) We may share your personal data with other companies in the Navitas Group; and
- (b) if your booking has been made through an agent we may share information with them.

22. Complaints

If you have any complaints about the Services, please raise this with us by contacting the relevant Campus Manager.

23. Your rights as a consumer

As a consumer, you have legal rights in relation to the Contract which are not affected by these Terms.

24. Other important terms

24.1 We may transfer our rights and obligations under any Contract to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under the Contract.

24.2 Except as set out in paragraph 16.2 you may not transfer your rights or obligations to any other person.

24.3 The Contract is between you and us. No other person shall have any rights to enforce any of its terms.

26.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

24.5 If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we automatically waive any later default by you.

24.6 These Terms and the Contract are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

24.7 If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

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