

Study Terms & Conditions

National Association of Virtual School Heads (NAVSH)

These terms and conditions (Terms) apply to you, as a prospective or current student of NAVSH and constitute a legally binding agreement which governs the relationship between you and us. Please read these Terms carefully; these Terms tell you who we are, the services we provide, what to do if there is a problem and other important information. These Terms apply to all of our courses.

Last updated: 14th March 2019

1. INFORMATION ABOUT US

1.1 We are the National Association of Virtual School Heads (NAVSH) registered as a charity in England and Wales with charity number 1166708 whose registered address is at 9-11 Vittoria Street, Birmingham B1 3ND. References to **us, our** and **we** means NAVSH.

1.2 You can contact us with general queries at: info@NAVSH.org.uk.

2. DEFINITIONS

2.1. The following definitions shall apply to these Terms:

Academic Year	the twelve (12) month period beginning on 01 September and ending on 31 August in the following year;
Applicable Law	means all laws, regulations, statutes, orders, and directives in force from time to time;
Business Day(s)	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Conditional Offer	means our conditional offer to you to enrol onto a Course providing that you meet the relevant criteria as specified by us from time to time;
Course	means the Post Graduate Certificate in Professional Practice: the Education of Care Experienced Children;
Course Start Date	means 01 September each year;
Data Protection Laws	means any laws and regulations relating to privacy or the use or processing of data relating to natural persons, including: (a) EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made pursuant to such directives, including (in the UK) the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) EU Regulation 2016/679 (GDPR); and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR; in each case, to the extent in force, and as such are updated, amended or replaced from time to time;
Fees	means the sums payable for the Course as set out in the Prospectus;

Offer means our offer to you to enrol onto a Course;

Prospectus means the course information booklet as amended from time to time;

Privacy Policy means our privacy policy available at www.navsh.org.uk

Intellectual Property Rights means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and all similar rights and, in each case:

- (i) whether registered or not,
- (ii) including any applications to protect or register such rights,
- (iii) including all renewals and extensions of such rights or applications,
- (iv) whether vested, contingent or future; and
- (v) wherever existing.

2.2 Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms.

2.3 A person includes a natural person, corporate or unincorporated body or other body corporate, wherever and however incorporated or established.

2.4 Unless the content otherwise requires, words in the singular shall include the plural and vice versa.

2.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, unless otherwise specified in these Terms.

3. COMMENCEMENT AND DURATION

3.1 Your Offer will be subject to you meeting certain criteria which may include, but are not limited to, academic achievements or otherwise, which will be communicated to you as part of your Conditional Offer.

3.2 Once you have received an Offer from us, you are required to enrol with us at the start of your Course and to re-enrol with us from time to time as required. We anticipate that re-enrolment will be required at least once annually.

3.3 These Terms shall commence on us making you an Offer and shall continue for the duration of your Course.

4. OUR OBLIGATIONS

4.1 We shall provide the services to you from the Course Start Date. We will use reasonable endeavours to provide the Course to you in accordance with our Prospectus.

4.2 We may be required to amend or change our Course content from time to time without notice to you. We reserve the right to vary the content, methods of delivery or assessment of a Course at any time.

4.3 In the event of discontinuance or suspension of the Course, we will use reasonable endeavours to provide a suitable alternative course. If no alternative is available, you may withdraw from the Course and shall be entitled to a refund of any Fees paid at the time of withdrawal.

5. CHANGES TO THESE TERMS

5.1 We may revise these Terms from time to time to ensure proper delivery of our Course or in order to:

5.1.1 comply with Applicable Law including any changes in relevant laws and regulatory requirements;

5.1.2 provide for new or improved delivery of a Course;

- 5.1.3 rectify any errors or mistakes identified by us or you; or
- 5.1.4 to incorporate existing arrangements or practice.

6. FEES AND PAYMENT

- 6.1 In consideration of providing the Course to you, you shall pay our Fees in accordance with this Clause.
- 6.2 Unless otherwise stated in the Prospectus or as otherwise agreed between you and us, the Fees shall be payable either:
 - 6.1.1. as a one-off lump sum payable prior to the Course Start Date; or
 - 6.1.2. in equal instalments as set out in the Prospectus.
- 6.3 We acknowledge that in certain circumstances, Fees may be paid by a third party (such as a student finance institution or otherwise) on your behalf. You must notify us of any third-party payer at least 10 Business Days prior to the Course Start Date or as soon as reasonably practicable after confirmation that a third party will be paying your Fees. You shall remain liable for all Fees payable to us.
- 6.4 We will invoice you or, if you have notified us of a third-party payer, the third-party making payment in writing. Our invoice shall specify the date that payment of the Fees is due.
- 6.5 You acknowledge and agree that our Fees may be increased on an annual basis prior to the start of each Academic Year. This will be communicated to you no later than 30 Business Day prior to the start of the Academic Year in which the increase takes place.
- 6.6 If you or your nominated third party fails to pay your Fees due to us by the due date, we reserve the right to charge interest on the sums owed at a rate of 4% above the base rate of National Westminster Bank Plc from time to time.
- 6.7 If you fail to make any payment due to us by the due date and we are required to contact you in respect of late payments, we reserve the right to charge an administration fee of £10 unless otherwise agreed by us in writing prior to the due date.

7. CANCELLATION, REFUNDS AND TAKING TIME OUT OF THE COURSE

- 7.1. If you decide to cancel your place on the Course prior to the Course Start Date you will be entitled to claim a full refund of the Fees that you have paid.
- 7.2. If you cancel your place on the Course after the Course Start Date you shall be entitled to a prorated refund, as follows:

Date written notification of withdrawal received by NAVSH in the year of the course	% refund
Before August 31 st	100%
September 1 st to September 30 th	80%
October 1 st to October 31 st	70%
November 1 st to November 30 th	50%
December 1 st to December 31 st	30%
January 1 st to January 31 st	10%
February 1 st onwards	0%

- 7.3. Once the course has started you may request to take time out from the Course to the following Academic Year provided this is permitted by the university. If you wish to take time out from the Course, you must notify NAVSH and the

university, and you must abide by the university's relevant terms and conditions.

- 7.4. If you decide to take time out from the Course in accordance with Clause 7.3 and it is later confirmed that the Course shall not be provided during the next Academic Year, you shall be entitled to a prorated refund, calculated as shown in paragraph 7.2.
- 7.5. In you decide to take time out from the Course in accordance with this Clause 7, you shall remain liable to pay the Fees in accordance with these Terms plus any additional fees or fee increases applicable in the year you return to the course.
- 7.6. NAVSH will award you a scholarship payment of £500 on condition that you:
 - 7.6.1. Submit the requisite assignments to the University and which subsequently receive pass marks
 - 7.6.2. Share your learning for example through a public webinar or at a short workshop at the annual NAVSH conference

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 At all times, we (or our licensors) remain the owner of all Intellectual Property in the Course and any materials created for and provided to you in the course of delivery of the Course.
- 8.2 In consideration of receipt of the Fees, we grant you a non-exclusive, non-transferable licence to use the course materials for the sole purpose of studying for and meeting the requirements of the Course and any assessments.
- 8.3 Save as expressly set out in these Terms, you may not modify, copy, reproduce, re-publish, upload, post, transmit or distribute in any way any of course materials. Use of the course materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of our Intellectual Property Rights, and/or the Intellectual Property Rights of our licensors.

9. CONFIDENTIALITY

- 9.1 Information regarding your attendance and academic performance on the Course will be kept confidential between personnel charged to administer the course by the NAVSH Board of trustees and NAVSH subcontractors, unless you agree otherwise in writing.
- 9.2 Clause 9.1 does not apply to information required to be disclosed by law, to a relevant regulatory body or professional body for the Course, or the UK Border Agency if you are studying on a student visa.
- 9.3 If you request a reference from us, you agree to waive your right to confidentiality for the purposes of providing the reference and for us to process your personal data for that purpose and disclose it to the third party as requested.

10. OUR LIABILITY

- 10.1 Subject to the limitations set out in these Terms and to the extent permitted by law, we shall only be liable for direct damages suffered, paid or incurred by you as a result of our breach of these Terms, up to the value of the Fees.
- 10.1 We shall not responsible for losses that result from your failure to comply with these Terms including, but not limited to:
 - 10.2.1 indirect or consequential losses;
 - 10.2.2 loss of income or revenue;
 - 10.2.3 loss of business;
 - 10.2.4 loss of anticipated savings.
- 10.3 Nothing in these Terms shall limit or exclude any liability for:
 - 10.3.1 death or personal injury caused by our negligence;
 - 10.3.2 fraud or fraudulent misrepresentation;

10.3.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

11. DATA PROTECTION

11.1 The term personal data shall have the meaning given to it in the applicable Data Protection Laws.

11.2 We will use your personal data in order to:

11.2.1 deliver our Course to you;

11.2.2 comply with these Terms;

11.2.3 process payment of our Fees; and

11.2.4 inform you about similar products or services that we provide, unless you choose to opt-out at any time by contacting us.

11.3 You agree that we may we may pass your personal data to any third party in accordance with our Privacy Policy: www.navsh.org.uk

12. GENERAL

12.1 We reserve the right to vary these Terms without notice to you. Any amendments to these Terms will be sent to you via the email address provided.

12.2 Except as expressly provided elsewhere in these Terms, a person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms.

12.3 Nothing in this clause shall limit or exclude any liability for fraud.

13. GOVERNING LAW AND JURISDICTION

13.1 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13.2 The courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.