

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

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.

- 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**.

- 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.
- 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 JETQ58a Tm0 g-95ree entirely

- 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