



## GENERAL TERMS AND CONDITIONS

### 1. Definitions

- a) Greene's Tutorial College (Greene's) is a company limited by guarantee registered in England as number: 5553889. Our aims, policies and activities are described on our website: [www.greenes.org.uk](http://www.greenes.org.uk).
- b) Educational Services include individual and shared tuition, seminars and other group activities, courses, academic support, public examinations and other tests and any other educational advice or activity or programme provided by Greene's. A Student enrolls on an agreed and individual course of Educational Services.
- c) An Academic Programme is an individually designed assembly of Educational Services for which a Student is enrolled and which also includes dates of expected Student attendance that may be referred to as *term dates*.
- d) Start Date is the date on which a Student must begin attendance at Greene's and is the date on which an Academic Programme starts.
- e) A Student is an individual of any age who is attending Greene's for the purposes of receiving Educational Services from Greene's. A Student receiving Educational Services and/or an Academic Programme from Greene's is also attending Greene's.
- f) Parents, including guardians, are those who have parental or legal responsibility individually and jointly for Students under the age of 18. Parents are expected to give their support and encouragement to the aims of Greene's, to uphold its good name, and to ensure that a Student in their care maintains appropriate standards of individual study, punctuality, dress and behaviour.
- g) Greene's Online is an online resource accessed through the internet where Students and Parents can view their details and communications from Greene's regarding administrative and academic arrangements and results.
- h) Fees, as published on our website and as varied from time to time, are part of these Terms and Conditions.
- i) Notifications required in these Terms and Conditions to be made in writing must be in legible and unambiguous English.

### 2. Enrolment, care, conduct and health

- a) **Application:** Students wishing to register for attendance at Greene's must complete an application form – either directly online or as a separate document – on which they should provide accurate details concerning their personal information and academic circumstances.
- b) **Special educational and other needs:** Where a report has been issued by an educational psychologist or any other educational or medical professional regarding any existing or potential learning difficulties – either physical or mental – for a student wishing to attend Greene's it must be made available to Greene's by the Student and/or their Parents. Greene's may at any time require an educational psychologist's report.
- c) **English proficiency:** Students wishing to attend Greene's must meet an English language proficiency of at least the equivalent of level B2 on the Common European Framework of Reference for Languages (CEFR). Students unable to show that they meet this requirement may be required to take and pass a Greene's English language test before being allowed to start their course.
- d) **Care:** Parents authorise Greene's while *in loco parentis* or acting on behalf of a Student who has reached the age of 16, to take and/or authorise in good faith all decisions that safeguard the Student's welfare. Parents give consent to such physical contact as may be lawful, appropriate and proper and for providing comfort to a Student in distress or to maintain safety and good order or in connection with the Student's health. Parents consent also to emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the NHS or at a private hospital where certified by a person who is appropriately qualified, necessary for the Student's welfare and if the Parents cannot be contacted in time.
- e) **Conduct:** We attach importance to integrity and good manners. Greene's does not have set rules but Students are expected to work hard, be punctual, well-organised and respectful towards others.
- f) **Health:** Greene's may at any time require a medical opinion or certificate as to the Student's general health or regarding a specific ailment. Students and/or their Parents must inform Greene's in writing of any known medical condition, health problem – either physical or mental – or allergy that the Student may have. Students attending Greene's full time for a year or more should register with a local doctor (General Practitioner); others needing medical attention can be seen as temporary patients. Students are also advised to consider taking out medical insurance privately.

### 3. Fees and Extras

- a) **Items covered:** Fees are for an agreed Academic Programme and for help with accommodation; the cost of other items incurred by Greene's and not directly paid for by the Student may be charged as extras. Extras include, but are not limited to, accommodation, charges for any external examination not administered by Greene's,

membership of clubs and societies, the Student social and cultural fund, university and UCAS application costs and the provision of books and other learning materials. Students and/or Parents should be aware that Greene's does not normally supply learning materials and that the costs of extras are often not refundable.

- b) **Accommodation:** Greene's does not provide accommodation but can help Students and their Parents find suitable accommodation in Oxford for which a Fee is payable. Students and their Parents are free and encouraged to make their own accommodation arrangements but should be aware that the costs of booked accommodation are payable in advance and are often not refundable.
- c) **Payment of Fees and extras:** Before attendance at Greene's – including sitting any public examinations – Students or Parents must have paid the Fees and any extras requested without set-off or deduction of any kind – including any bank charges. Prior to payment there is no obligation of Greene's to provide any Educational Services and a Student may be refused attendance at Greene's where requested Fees have not been paid in full.
- d) **Additional Fees and extras:** During their attendance at Greene's, Students may require additional Educational Services and extras in addition to those included in an Academic Programme. Parents and/or Students will usually be informed of these in advance. However, Parents and/or Students also authorise Greene's, at its sole discretion and as necessary and within reason, to make any additional and/or other arrangements that may result in additional Fees and extras and also agree to pay any consequent additional costs.
- e) **Refund of Fees and extras:** Other than provided for in point 5. j), Fees for an agreed Academic Programme are not refundable. Students or Parents may either be refunded or credited any amount for extras that remain unused or uncommitted at the end of a Student's attendance at Greene's. All refunds are net of any foreign exchange losses and net of any credit card or other banking or transfer charges and of any similar expenses incurred by Greene's as well as, in the event of cancellation, after deduction of a management charge of £150. Excepting illness, the management charge will be waived where an agreement for an Academic Programme has been cancelled for reasons outside the Student's control or as set out in point 5. j).
- f) **Responsibility for payment:** The payment of Fees and extras is the joint and individual responsibility of each person who has agreed to an Academic Programme or who has parental responsibility for the Student or given instructions in relation to the Student. A Student may be refused attendance at Greene's, to sit a public examination and/or access to public examination results, while any payments due remain unpaid.
- g) **Payment by a third party:** An agreement with a third party to pay any sum due to Greene's does not release Parents or Students from any liability under these Terms and Conditions unless otherwise agreed to in writing. Greene's reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.
- h) **Late payment and unpaid fees:** Greene's reserves the right to make late payment charges that include the addition of interest calculated on a daily basis at 2% per month on any sums outstanding plus any and all associated administration and legal costs. Parents and/or Students are also liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by Greene's in the recovery of any unpaid sums owed regardless of the value of the sum claimed.
- i) **Payment by instalment:** Any agreement by Greene's to accept payment of Fees by instalments is concessionary and any such request must be made in writing and will only be agreed to by Greene's in writing.

#### 4. Attendance

- a) **Postponement:** A request from a Student and/or his/her Parents to postpone attendance on an Academic Programme must be made in writing and at least 30 days before the Start Date. An Academic Programme may not be postponed for more than three months; may not be postponed when the Start Date is less than 30 days from the invoice date; and any decision made by Greene's for any such attendance to be postponed is concessionary.
- b) **Discontinuation:** Once an Academic Programme has started and should a Student wish to discontinue or is withdrawn – as set out in point 4. c) below – Fees cannot be refunded and extras can be refunded. Cases of serious illness or genuine hardship may receive special consideration on written request to Greene's.
- c) **Withdrawal:** It may be necessary for a Student to be withdrawn from Greene's. This may be because the conduct or academic progress of the Student has been unsatisfactory; or that the Student is unwilling or unable to profit from the educational opportunities offered by Greene's; or that a Student's conduct is prejudicial to the progress of other Students or the reputation of Greene's. Whilst Greene's will act fairly and will not ask for a Student to be withdrawn other than in grave circumstances, any decision for a Student to be withdrawn is made at Greene's entire and sole discretion.
- d) **Transfer:** For whatever reason, a Student may not transfer to another Student his/her application, place on a course or fees paid.
- e) **Illness:** Should a student become ill either before or during his/her attendance at Greene's no refund of any Fees can be made save as specified elsewhere in these Terms and Conditions.
- f) **Visas:** No refund of any Fees can be made on grounds of lack of visa or similar travel documents required to enter the UK save as specified elsewhere in these Terms and Conditions.

5. General Conditions

- a) **Special precautions:** Greene's needs to be aware of any matters that are relevant to the security and safety of all Students. Greene's must therefore be notified in writing immediately of any court orders or situations of risk in relation to a Student for whom any special safety precautions may be needed.
- b) **Liability and insurance:** Greene's does not, unless negligent, accept responsibility for accidental injury or loss of property nor does it accept responsibility for the actions and conduct of the tutors it engages. Greene's undertakes to maintain those insurances that are prescribed by law. All other insurances are the responsibility of Students or Parents including insurance of the Student's personal property whilst at Greene's or a tutorial, or on the way to or from Greene's or a tutorial or on any college sponsored activity away from Greene's. Neither Greene's nor its engaged tutor(s) are the agent of the Student or the Parents for any purpose related to insurance.
- c) **Student's personal property:** Students are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly identifiable as to its owner.
- d) **Confidentiality:** Greene's will take great care to preserve the confidentiality of information concerning the Student and Greene's has notified the Information Protection Commissioner's office of the use to which such information may be put under the terms of the *Data Protection Act 1998*. Students and/or Parents, however, consent on behalf of themselves and the Student to Greene's obtaining, holding, using and communicating, on a 'need to know' basis, confidential and personal information which in the opinion of Greene's, is material to the safety, welfare and/or academic progress of the Student and others. Students and/or Parents also consent to Greene's communicating with any other school, college or university that the Student attends or has attended or proposes to attend concerning the Student's safety, welfare and/or academic progress.
- e) **Intellectual property and copyright:** All course information, techniques and materials are the property of Greene's and may not be reproduced or photocopied; or used for any other purpose than the Educational Services taken.
- f) **Examinations, reports and references:** Information supplied to Students and/or Parents and others concerning the progress and character of a Student and about examination results, further education and career prospects and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of Greene's.
- g) **Communication:** Written communication includes communication by electronic means such as by e-mail or the posting of information on the Greene's website and/or Greene's Online and must be in legible and unambiguous English.
- h) **Media release:** Students and/or Parents permit Greene's to take general photographs or video film of Students in a group or as part of a group and that this material may be used anonymously for publicity purposes in our printed publications, on our website, or both; and that we may also send them to the news media for use in either or both printed and digital advertising – including advertising on the Internet. Greene's undertakes not to use any such material inappropriately and to seek additional permission where it believes the circumstances may require such action.
- i) **Duration:** The duration of an Academic Programme provided by Greene's is for up to one year from the agreed Start Date. Students attending Greene's for more than one year may arrange subsequent Academic Programmes.
- j) **Validity:** These Terms and Conditions are valid and in force for all Students attending Greene's and their Parents from the date they are agreed to, until three months after completion of an Academic Programme – usually the provision of public examination results. The obligations described in clauses 3 and 5 remain valid and continue in force for all students no longer attending Greene's and their Parents until all relevant and statutory obligations in those clauses have been discharged.
- k) **Statutory rights & waiver:** Nothing in these Terms and Conditions affects the statutory rights of Students or Parents – including the right to cancel any agreement for Educational Services or an Academic Programme for up to seven days after the date that these Terms and Conditions have been agreed to provided that the Educational Services or Academic Programme requested have not yet started. Any waiver to any part of these Terms and Conditions is effective only if given in writing by Greene's.
- l) **Jurisdiction:** These Terms and Conditions are governed exclusively by English Law.
- m) **Clarity and fairness:** Should Students and/or Parents feel that anything in these Terms and Conditions is ambiguous or unfair Greene's would be happy to answer any questions asked.
- n) **Interpretation:** Students attending Greene's and their Parents have accepted these Terms and Conditions which supersede any previous versions and are construed as a whole. Headings are for ease of reading only and are not otherwise part of the Terms and Conditions.

Oxford, 1<sup>st</sup> June 2015