

TERMS AND CONDITIONS FOR FULL-TIME COURSE

These terms and conditions and the application form comprise the agreement (“the Agreement”) pursuant to which Quartic Training Limited (“QTL”) provides the full-time CFA course (“the Course”) to the student

1. Payment Terms

- 1.1 The 50% deposit must be paid by the student within five working days of confirmation from QTL that it has made a provisional booking for the student. Failing this the place on the Course may not be guaranteed by QTL.
- 1.2 The balance of the payment must be received by QTL no later than the first day of term.
- 1.3 Course prices are subject to change at any time, and are only guaranteed once full payment has been received by QTL. All payments must be made in British pounds (GBP).
- 1.4 The Course fees are stated inclusive of VAT, but are exclusive of (i) registration and enrolment fees payable to CFA Institute and (ii) all study notes. The student is responsible for any bank charges or other fees incurred by virtue of the payment.
- 1.5 QTL reserves the right to charge interest at the rate of 2% above the base rate of HSBC Bank Plc on any late payments.
- 1.6 Any refunds given, including those made pursuant to clauses 2.3, 2.8 and 4.2.2, will only be made to the original payer of the fees. Such refunds will be made in British pounds (GBP) and the student is responsible for any bank charges or other fees incurred by virtue of the refund.
- 1.7 In the event that any cheques are dishonoured, QTL will charge the student an administration fee of £25 plus VAT.
- 1.8 Course fees include an enrolment letter. Duplicates can be provided to students subject to payment of an administration fee.

2. Courses and enrolment

- 2.1 Students must bring the joining instructions on the first day of the Course, failing which entry may be refused.
- 2.2 Enrolment letters will be sent to the student by regular post or can be collected from QTL. Any other form of delivery is subject to prior agreement with QTL and an additional charge may be made (e.g. for courier delivery).
- 2.3 QTL reserves the right to cancel, reschedule or change the location of the Course or any class if, in the opinion of QTL, such action is necessary for whatever reason. QTL will notify the student by email or other means as soon as possible of any such change. In the event that the Course is cancelled by QTL, it will either offer an alternative course or provide a refund.
- 2.4 No particular tutor is guaranteed for the Course or any part of it.
- 2.5 Courses are not transferable between students. Only the enrolled student is entitled to attend.
- 2.6 The student must sign the register every day of the Course. No other person is permitted to sign the register on the student’s behalf.
- 2.7 Students may be excluded from all or any part of the Course if:
 - 2.7.1 the fees have not been paid in accordance with this Agreement;
 - 2.7.2 the student causes disruption to the Course or any part of it or in any way diminishes the ability of other students to properly benefit from any course provided by QTL; or
 - 2.7.3 the student conducts him/herself in a manner which, in the reasonable opinion of QTL, brings that student or QTL into disrepute; or
 - 2.7.4 the student is in material breach of or repeatedly breaches this Agreement; or
 - 2.7.5 the student does not have the required visa or for any other reason is not lawfully permitted to take the Course within the UK.In the event of a student being excluded from part or all of the Course, no refunds will be given.
- 2.8 Once the student is booked on the Course, the student is not entitled to cancel the booking. Any cancellation will be at QTL’s absolute discretion, will be dependent upon QTL being able to fill the space with another student and the refund will be subject to the deduction of a £400 cancellation fee and a further deduction in respect of any materials or books which have been supplied to the student. Bank charges will also be payable by the student.
- 2.9 A Course deferral can be made subject to availability and subject to an administration charge of £100. The student is also liable for any increase in the course fee. Deferral is at the absolute discretion of QTL.
- 2.10 At QTL’s discretion a student may transfer to a Professional part-time course. In such circumstances the student shall not be entitled to any refund in the event of the student cancelling that course.

3. Course Materials

- 3.1 The student is granted a non-transferable, non-exclusive licence to use the materials provided by QTL which licence terminates upon termination of this Agreement for any reason.
- 3.2 The student may only use these materials for their own educational purposes and shall not, without QTL’s prior consent in writing, copy, make available, reproduce, sell, disseminate, licence, distribute, publish, broadcast or otherwise circulate the materials (or any part of them) to any person.
- 3.3 The student shall fully indemnify QTL in respect of any infringement of QTL’s intellectual property rights arising as a result of the student’s breach of this Agreement.
- 3.4 Any materials sold will only be refunded at QTL’s discretion and only if both the books and the container are in perfect condition and the container remains sealed.

4. Overseas Students

- 4.1 It is the responsibility of students who need a student visa to attend the Course, to arrange for the visa and to meet their visa and any Home Office requirements.
- 4.2 In the event of a visa refusal:
 - 4.2.1 a Course deferral may be allowed at QTL’s discretion, provided that at least 14 days’ notice is given prior to the start of the Course and evidence of the visa refusal is provided to QTL; or
 - 4.2.2 a refund may be given at QTL’s discretion, subject to the deduction by QTL of a £400 cancellation fee and a fee for any materials received by the student, and provided that both the request for a refund and evidence of the visa refusal are received by QTL no later than 14 days before the start of the Course. A deduction will also be made for any bank charges incurred by QTL together with a reasonable charge for administration time;
 - 4.2.3 in the event of any activity on the part of the student that could bring QTL into disrepute then no part of the deposit will be refunded.

5. Notices

Any notices required to be served by QTL under this Agreement will be deemed properly served if sent by prepaid postage to the postal address, or emailed to the email address notified by the student. Any notice served on QTL must be served by prepaid postage to Royal London House, 22-25 Finsbury Square, London EC2A 1DX.

6. Limitation of Liability

- 6.1 The liability of QTL for direct losses arising out of its negligence (other than in respect of liability for death or personal injury), breach of contract or any other cause of action arising out of or in connection with this Agreement shall be limited to the cash receipts from the student (or the employer) for the Course.
- 6.2 QTL shall not be liable for any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.

7. Security

Personal possessions are the sole responsibility of the student. QTL accepts no responsibility for anything which is lost, stolen or damaged from/at its venues or premises. Students are advised to keep all of their possessions with them at all times.

8. Change of details

The Student must notify QTL straight away of any change in the student’s contact details.

9. Warranty

- 9.1 QTL warrants that the materials it produces and provides as part of the Course will be of satisfactory quality but does not warrant that the materials will be error free. The materials are provided for educational purposes only and are not designed for giving professional or investment advice or guidance to any person, including the student him/herself.
- 9.2 QTL warrants that it will perform any services under this Agreement with reasonable skill and care.
- 9.3 The warranties set out in clauses 9.1 and 9.2 are in lieu of all other warranties express or implied which are hereby excluded to the fullest extent permitted by law.

10. Data Protection

- 10.1 Students agree that, in relation to information relating to them held by QTL from time to time, QTL may:
 - 10.1.1 use the information to perform its obligations and enforce rights under this Agreement;
 - 10.1.2 use the information to inform students about courses, products or services which may be of interest to them;
 - 10.1.3 use the information to inform students of feedback and exam results;
 - 10.1.4 communicate with the student’s employers or other entity which paid the Course fees for the student, regarding the student’s progress, results and attendance; and
 - 10.1.5 provide any details of the student (including details of registration and attendance) to UK Government departments (including the Home Office) and in the case of overseas students, also to the relevant embassy or High Commission.
- 10.2 The Student agrees to QTL processing his/her personal data in accordance with clause 10.1.
- 10.3 Students have the right to receive details of the personal information held by QTL upon payment of a fee of £20.00.

11. Miscellaneous

- 11.1 If any provision of this Agreement is held to be invalid or unenforceable by any tribunal or court of competent jurisdiction, the remaining provisions shall not be affected.
- 11.2 This Agreement is governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.