

## Training Terms and Conditions – Professional Courses

Harley Reed is pleased to welcome you to your requested training programme subject to the following Terms and Conditions:

### TUITION PAYMENT

All fee payments must be received ten (10) working days prior to commencement of training. Fees due must be paid by cheque, direct bank transfer, debit or credit card. Non-payment of fees in accordance with specified terms and conditions will delay dispatch of relevant training materials.

The Course Price does not include any tax, duty, fee, or charge, including but not limited to VAT, GST and other sales, turnover, consumption, service taxes, or withholding tax levied by any governmental authority other than the Harley Reed office country of incorporation the student is registered with. Should any of such taxes be applied, they will be entirely borne by the student / their employer and they will be added to the course price.

In addition to other remedies under the Contract, Harley Reed reserves the right to charge interest at the rate of five percent (5%) per annum (or any fraction thereof) or the maximum amount permitted by applicable law, on all amounts not timely paid in accordance with the Contract.

Students must be aware that tuition fees paid to Harley Reed cannot be substituted for exam fees or any other fees payable to professional bodies, for example in the event of a resit.

### HARLEY REED COURSE HANDBOOK

Students are advised to read the course-related requirements set out in the Harley Reed Student Handbook for their chosen qualification before they attend their first classroom session.

Course-related requirements may occasionally be subject to change. Where such changes occur they will be notified to all students by electronic message to their designated email address recorded with Harley Reed, or through the Harley Reed learner management system.

### STUDY ASSESSMENT AND EVALUATION

Formal marking guides will be used to ensure transparency in the marking structure of the learning objectives.

Case studies will add value to the learning experience to ensure that knowledge is not just gained but is transferred into practical solution-based approaches applicable within the student's work environment

### COURSE ATTENDANCE

Once registered, students must follow the scheduled course timetable. Students who pay for a level are advised they must complete a level within 12 months otherwise any remaining tuition fee balance is forfeited. Where students pay on a modular / per unit basis, students are advised that once a unit is paid for, students must attend the course at the next available opportunity

otherwise the tuition fee will be lost. This is essential to support the planning of courses and decision making for which courses run. *Failure by a student to attend a Course as per the relevant confirmation, for any reason whatsoever, shall not entitle the student to any course fee reduction or any right to demand that the Course be dispensed anew for the benefit of the absent student(s).*

Courses are intended for, and participation is restricted exclusively to, individuals registered onto the course. Substitution part-way through a course to another individual is not allowed.

Physical and virtual courses are not routinely recorded for data protection and confidentiality reasons. Courses are not to be recorded without the consent of Harley Reed. AI bots (such as Otter Pilot and Fireflies) that record sessions and take notes are not permitted in any virtual classes.

Where courses are being delivered virtually, students acknowledge that it is their responsibility to ensure they have the required computer equipment and broadband internet connection speed to participate in sessions. Furthermore, it is the student's responsibility to contact Harley Reed to test that their connection and IT equipment is sufficient. Harley Reed will accept no responsibility with regards to students not having the appropriate facilities to engage in virtual sessions.

All students / registrants hereby represent and warrant that they are not, and will not during the course period, currently or prospectively (to the best of their knowledge) a director, officer or employee, agent or adviser of a competitor of Harley Reed unless otherwise disclosed in writing.

Attendees are required to:

- Keep any proprietary information, materials or other resources provided by Harley Reed as confidential and refrain from sharing such information with individuals or groups not registered as students with Harley Reed.
- Refrain from making video and/or audio recordings and from taking pictures on training premises.

Harley Reed reserves the right to refuse to provide training to any attendee and to request that the attendee be removed from the training facilities at any time if in the opinion of Harley Reed, the attendee is (i) unfit or unsuitable for any reason to attend or complete the course, or (ii) the behaviour of the Attendee is in any way dangerous, offensive or would otherwise impede the proper running of the Course.

## REVISION SESSIONS

Revision sessions will be held at the end of scheduled training where required. This will be used to validate progress and improve students' chances of examination success while developing group social interactions and exchanges of professional views.

## SUBMISSION OF WRITTEN WORK

Subject to each student's agreed procedures all requested written work must be submitted via the Harley Reed learner management system or delivered in person to your local Harley Reed office.

All submission deadline times are mandatory. Work received after the stated deadlines may be returned unchecked by Harley Reed Tutors.

## PLAGIARISM AND USE OF AI

Students are reminded that plagiarism of any documents, articles or other material is strictly forbidden as well as being illegal. The use of AI software in writing assignments is strongly discouraged.

Harley Reed reserves the right, where plagiarism and use of AI chatbots is suspected or alleged, to use anti-plagiarism and AI detection software or other investigative techniques to verify the veracity of submitted material.

## EXAMINATIONS

Students are reminded that it is their responsibility to register for examinations directly with their professional bodies. Students should therefore ensure they are aware of the examination registration deadlines. Harley Reed may facilitate payment to professional bodies and exam entry on behalf of students. **Where students pay for a set of examinations for a period of time, if there is any increase in examination fees by the professional body before all the examinations have been sat by the student, Harley Reed will invoice the students and immediate payment will be required in order to ensure the student is registered for the remaining exams.**

In the event a student wishes to cancel or defer their exam sitting, students should note that this is at the discretion of the professional body and subject to any policies which they may have in place at the time. Students should therefore ensure they are familiar with the professional body rules on exam entry, deferral and cancellation. Harley Reed will provide assistance but students may be required to contact the professional bodies directly to arrange changes to exams once submitted.

Students accept that Harley Reed is not liable for any cost or loss of exam fees paid as a result of being unable to change exam dates. Harley Reed will not offer refunds on exam fees due to cancellation or absence.

Any student who receives sponsorship from their employer should be aware that Harley Reed reserves the right to disclose their study progress and exam results to their employer on request.

Additionally, Harley Reed provides independent advice on students' modular level suitability based on the information available to our advisors, however the decision lies with the professional bodies and it is the responsibility for all students to confirm their appropriate level of study.

## HARLEY REED PASS PLUS

Students who are punctual and attend all their scheduled tuition sessions on time, submit all required written work on time, and meet / correspond with their designated tutors when requested will automatically be registered onto the Harley Reed Pass Plus scheme for that module

after their first examination sitting. If a student fails a paper, they will be eligible for free revision classes for the first re-sit of that examination. This scheme is not available to eLearning students.

## PROFESSIONAL BODY TERMS AND CONDITIONS

Students are reminded that they are also student members of their respective professional body and Harley Reed expects all students to abide by the terms and conditions of their bodies as well as their code of conduct.

## REFUNDS

The following provisions apply to students should they wish to seek a refund prior to a course.

<b>Time before course date that cancellation is made*</b>	<b>Charge to Customer</b>
More than 30 working days	No charge
21-30 working days	30% charge
20 working days or less	Full fee
Non-attendance Full fee	Full fee

\*The earlier of the course date or the release of course/ LMS materials applies. For students registering for multiple units, the date applied is the date of the first unit and the registration cannot be split to allow for a refund of units scheduled to start later.

The refund of any unit/ course fees in all circumstances does not include any other costs incurred by Harley Reed which are non-refundable, such as exam fees or books.

In all other circumstances, please note that generally fee payments are non-refundable if the student withdraws from the course for any reason.

Additionally, students should note:

1. In the event of tutor absence because of illness or other reason, Harley Reed will arrange for alternative teaching or will refund fees pro rata for the undelivered classes.
2. In the event of force majeure which prevents completion of the agreed series of classes, Harley Reed will offer a refund pro rata of the class fees and will provide support for alternative means of completing the course.
3. Students purchasing a block of modules must complete all examinations within 12 months. Any further deferrals will be charged at 10% of the invoice value pro-rated on the number of units outstanding, for each period of three calendar months extension.
4. Harley Reed reserves the right to refund any student any amounts they have paid in full up to one week before advised course start dates.
5. In the event that unit students are registered for ceases to be viable, Harley Reed will arrange for completion of the unit via eLearning and refund any price difference. Students will be provided with the option to claim a refund instead of transferring to eLearning.
6. Harley Reed reserve the right to deliver planned blended learning ("Gold") revision days via either web-based or classroom based methods.

7. Students using the Learner Management System (LMS) will not be provided with access more than 5 months before their intended examination date. The access will be set to lapse at the date of the student's scheduled examination date. If students later change / defer their examination date, Harley Reed reserves the right to levy a fee equal to 10% of the invoiced value for each examination sitting.
8. Students must be aware that any amounts paid to Harley Reed for tuition cannot be offset against examination fees or professional body fees. For the avoidance of doubt, a student cannot, for example, downgrade from a classroom to a distance learning product and request the difference in fee to be used to offset professional body related fees.
9. Breaching any terms may result in a student being temporarily or permanently removed from a course / studying with Harley Reed without recourse to refund or compensation by the student.

## **NONDISCLOSURE AGREEMENT**

Students must not disclose confidential or legally protected information about other individuals or organisations gained from other participants on Harley Reed study programmes or related activities. Furthermore they must not share any information or study material provided by Harley Reed as part of the course with students not registered with Harley Reed.

Students should also be aware that any information they reveal while undertaking a study programme may not be kept confidential by others who are made aware of such information, therefore commercial sensitivity should be applied at all times.

Students should obtain all necessary approvals for the disclosure of any confidential or sensitive information from relevant organisations and individuals, whether the materials are for discussion or for assignments.

## **WARRANTIES**

Harley Reed will use reasonable endeavours to ensure that any Course provided is dispensed with reasonable skill and care and will follow practices consistent with the professional standards in the industry.

The total liability of Harley Reed, on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of or related to the Contract, or its performance or breach, shall not exceed the Course Price paid for the Course in respect of which the claim is made.

In no event shall Harley Reed or its subcontractors be liable for any loss of profits, or goodwill or for any special or indirect or consequential damages arising under the Contract in delivering the Course(s).

All conditions and warranties not expressly set forth in the Contract and whether expressed or implied are excluded to the fullest extent permissible by law. In particular but without limiting the generality of the foregoing, Harley Reed shall not be liable for any practical use made by the



Attendees, Customer or any agent or employee of Customer, of the information contained in the Courses or any related training material.