

TERMS & CONDITIONS**1. GENERAL**

The Stichting 'International College of Commerce', here in after referred to as 'the course provider', is registered by the Chamber of Commerce in Amsterdam the Netherlands no. 34256194 as a Foundation.

The course provider is a provider of professional studies in accountancy, business, management and marketing, here in after referred to as 'the courses', to students over 18 years old. By enrolling for a regular course, students agree to be legally bound by these present 'terms and conditions', and as modified from time to time.

2. PRIVACY

The course provider does not collect individual user details, unless a user voluntarily submits such information. *The course provider* does not share that information with outside sources and is committed to keeping such information confidential.

3. ADMISSION & COURSES

It is the student's responsibility to register with the relevant professional body, where applicable, or enter for any examinations held externally unless otherwise stated; fees for courses quoted are for tuition only. Other fees are not included, i.e. registration fees with professional bodies and /or exam boards, examinations fees, books, manuals and so on. If the application form is signed on behalf of the student by his/her sponsor/guardian/representative, these conditions will still apply. All declarations made on admission are accepted in good faith. Any false declaration about qualification or age, or any failure to produce documentary evidence of entry qualifications, may result in the expulsion of the student from the course to which he/she has been admitted. In such cases, the student will not be entitled to any refund. The course provider reserves the right to cancel courses, amalgamate classes, change programmes at short notice, should the need arise due to lack of demand.

4. FEES POLICY

All paid tuition & examination fees are valid for a maximum of two academic study years only.

Source of funds course fees are paid from the following sources:

- (a) An employer or other recognised sponsor;
- (b) Student or his/her family.

Students who are unable to produce acceptable evidence of support from their sponsor will be liable for the payment of their fees.

4.1 Deposited Fees

A non-refundable deposited fee must accompany an application for admission. This fee is not refundable under any circumstances unless the application has not been accepted or if the course in which a student has enrolled will not be run. A deposit for all regular *the course provider* courses is EUR 300.00, which is a part payment. A receipt of deposit payment is regarded as an acceptance of the *terms & conditions of the course provider*.

4.2 Payment of Fees

All students must enrol at the start of their course, and each subsequent year. At that time, they must either provide an acceptable written guarantee from an official sponsor accepting responsibility for all fees due or make full payment of their fees and any registration fees for the academic year concerned or elect to pay by instalments. *The course provider* will only accept student enrolment upon receipt of the relevant payments or sponsor authorisation.

4.3 Sponsored Students

The course provider reserves the right to accept the sponsor's guarantee. In case where the guarantee is not acceptable, it is the student's responsibility to pay his/her fees at or before enrolment.

4.4 Payment by Students

Students who are financing themselves may pay their tuition fees in a single payment at the time of enrolment or by instalments.

4.5 Single Payment

This should be paid four weeks before the start date by bank transfer or cash. If the whole fees are not paid after 30 days of start date or other notified date, the student would incur a supplementary charge of EUR 75.00.

4.6 Payment by Instalments

Students who are on a course lasting more than three months and are self-financing may pay by monthly instalments. The minimum deposit is 25% of the course fee. This is due a minimum of four weeks before the start date of the course. A supplementary charge of 5% will be added to the tuition fees in case of payment by instalments. The remaining fees will be divided equally into a maximum of four payments. Students paying by instalments must make a payment every month on the specified date. The final instalment must be paid no later than the last month of the course. The facility to pay by instalments will be withdrawn from students who fail to meet instalment deadlines.

Students who have tuition fees outstanding after the course completion will not be allowed to sit any formal examinations until the fees have been paid in full.

4.7 Late Payments

A penalty charge of EUR 25.00 will be applied in all instances where payment has not been received by *the course provider* by the required date and each time a reminder letter is sent. *The course provider* does not accept any reason for delay in payment. Any transaction rejected by the bank will be classified as late payment and charges applied accordingly.

4.8 Additional Fees

In case that *the course provider* has to make additional costs to collect the fees from the student, the additional costs will be added to the outstanding fees of the student.

4.9 Refunds

No refund will be made if:

- (a) They have attended any part of *the courses* and thereafter withdraw from *the courses*.

In order to claim a refund of tuition fees the student or sponsor must meet the following conditions:

Advise the registrar in writing of withdrawal from the course;

- (b) 3 month prior to course commencement: up to 90% of the fee paid will be refunded;
- (c) 2 month prior to course commencement: up to 50% of the fee paid will be refunded;
- (d) Under two month of the course commencement date or after the course has commenced, there will normally be no refund of fees.

Any fees refunded in such a situation are at the sole discretion of *the course provider*, whose discretion will be final.

Refunds will be made to the person or organisation that initially made the payment on receipt of all original documents.

4.10 Full refund

Full refund of tuition fees will be made if *the course provider* is unable to offer advertised course due to insufficient student enrolment or any other reason.

4.11 Course Deferment

If a student wishes to defer to the next term, there will be a EUR 100.00 deferment charge added to the tuition fees.

4.12 Non-refundable

Deposited fees and deferment charges are non-refundable deposited tuition and examination fees for one academic year programme has an extended existence of an extra academic year as a maximum of which students are expected to conclude their study. Any further extension will incur new tuition and examination fees.

5. ATTENDANCE

Students are expected to attend classes regularly. *The course provider* reserves the right to terminate a student's course of study if attendance is insufficient. *The course provider* reserves the right to forfeit the tuition fees of students, if they are late, absent or leave before the end of their period of study for any other reason.

6. INDEMNITY

Each party will indemnify the other in respect of any costs, claims, demands, losses or liabilities (including reasonable legal fees) incurred by the indemnified party as a result of or arising in any way from a claim by a third party which results from any breach of the provisions contained in these *terms and conditions*.

7. DISCLAIMER

The course provider shall not be liable to any student for any indirect or consequential loss, including loss of data, profit or business however caused. *The course provider* aggregate liability to any student, caused by breach of contract, negligence or otherwise (except in relation to death or personal serious injury), shall not in any event exceed either EUR 1,000.00 or the amount that has been paid by the student, whichever is the lower. Neither party shall be liable to the other for any failure or delay in the performance of its obligations under these *terms and conditions* caused by circumstances beyond that party's reasonable control.

8. SEVERANCE

If any provision of these *terms and conditions* is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of these *terms and conditions*, and the remainder of the *terms and conditions* shall continue in full force and effect.

9. LAW & JURISDICTION

These *terms and conditions* shall be governed by the laws of the Netherlands and the student agrees to abide to the jurisdiction of the Dutch Courts.

The *terms and conditions* are reviewed by *the course provider* from time to time. There is no guarantee that the conditions for payment or refund of fees will remain the same from year to year.

All students must comply with the current *terms and conditions*. *The course provider* reserves the right to change or amend.