

OXFORD IT TRAINING ACADEMY

STUDENT HANDBOOK & LEARNING AGREEMENT

VERSION 2.1

LAST UPDATED ON
8TH JANUARY 2007

1. DEFINITIONS

"Agreement" means these terms and conditions and (depending on the type of Training Services) (i) the Application Form and Oxford IT Training Academy Ltd ("OITTA") acceptance of the Application Form or (ii) the Proposal. **"Application Form"** means the Application form issued to the Delegate by OITTA for Training Services. **"Charges"** means the charges for the Training Services set out in the Application Form or the Proposal. **"the Delegate"** means the client/student/learner/graduate identified in the Application Form or the Proposal. **"Clause"** means a clause in these terms and conditions. **"the Date(s) for the Training Services"** means the date(s) upon which the Training Services are to take place as set out in the Application Form or the Proposal. **"OITTA"** means Oxford IT Training Academy Ltd Reg: 5215029 and registered address as per Companies House. **"Personal Data"** means the data which relates to a living individual who can be identified from that data or from that data and other information and which is provided to OITTA by the delegate. **"Proposal"** means the proposal for Training Services accompanying these terms and conditions (which is applicable only for bespoke Training Services available to corporates). **"the Trainer"** means the person delivering the Training Services. **"the Training Location"** means the place at which the Training Services are to be provided by OITTA as set out in the Application Form or the Proposal. **"Training Services"** means the training services set out in the Application Form or the Proposal.

2. TRAINING SERVICES AND LOCATION

2.1 OITTA shall provide the Training Services on the Date(s) for the Training Services and in accordance with these terms and conditions.

2.2 Up until 72 hours before the Training Services are due to commence, OITTA may by notice in writing alter the Training Location provided that the new location is within 5 miles of the original location.

2.3 The first exam sitting is included in the cost of the course. The cost of re-sitting the exam will be borne by the Delegate. Only upon exceptional mitigating circumstance, OITTA may at its discretion, pay for a second sitting.

3. TRANSFERS, CANCELLATION AND POSTPONEMENT

3.1 If the Delegate wishes to cancel or transfer to another course, sufficient notice must be given. Cancellations made 10 working days or less prior to the course start date and up to and including 5 working days into the course will result in a 25% refund of course fees. Cancellations made after 5 working days of the commencement of the course will result in no refund. Course start date is noted on the Application Form.

3.2 Cancellation or transfer prior to 10 working days will result in a full refund of all fees paid deducting £99 administration charges.

3.3 Notification of any cancellation or transfer must be made in writing to the Training Manager at OITTA.

4. DELEGATES

Delegates shall act reasonably throughout the training. OITTA may remove a Delegate from a course, where, in the opinion of the Trainer, which shall be final, the Delegate is behaving unreasonably.

5. CHARGES AND PAYMENT

5.1 The Charges for Training Services which are stated in the Application Form shall be due upon booking and shall be paid within 7 days of the date of OITTA's invoice.

5.2 The Charges for the Training Services which are subject to a Proposal shall be due in advance of the Training Services and payable within 30 days of the date of OITTA's invoice.

5.3 The Delegate shall pay the Charges without deduction or set-off.

5.4 Sums due under this Agreement are exclusive of VAT which shall be payable by the Delegate, if applicable.

5.5 In the event the Delegate fails to make payment in accordance with this Agreement, OITTA may : 5.5.1 charge interest at the statutory interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 and amendments thereto per month or part thereof on the unpaid sum for that period the sum remained properly due before and after any court judgement; and/or 5.5.2 by notice in writing suspend supply of the Training Services.

5.6 The course fee will include tuition, training materials, manuals, handouts, and computer time as and where appropriate to a specific course.

5.7 Delegates funding their learning via a Career Development Loan should refer to LSC prior to pursuing this funding option. Full information can be obtained from the CDL Information line on 0800 585 505 or visiting the CDL website www.lifelonglearning.dfes.gov.uk/cdl. OITTA is not responsible for and does not provide advice on CDL.

6. LIABILITY AND ITS EXCLUSION AND LIMITATION

6.1 The Charges are determined on the basis of the limits of liability set out in these terms and conditions. The Delegate may, by written notice to OITTA, request OITTA to propose a higher limit of liability subject to an increase in the Charges.

6.2 Clause 6 sets out the entire liability of and exclusion thereof by OITTA under and/or in connection with this Agreement and in respect of breach of this Agreement or statutory duty, representations, statements or tortuous act or omission including negligence.

6.3 In no event shall OITTA be liable for (whether direct or indirect) any loss of contracts, profits, anticipated savings, revenue, business, loss or corruption of data or software programs, interruption in the use or availability of data, stoppage to other work or consequential losses, nor for any indirect losses.

6.4 Subject to Clause 6.5, OITTA's liability shall not exceed the Charges.

7. INSURANCE

OITTA may carry public liability insurance for a minimum amount of one million pounds however not as a statutory part of this Agreement.

8. ADVERTISING

8.1 OITTA may make reference to a Delegate's contract within any proposal to potential Clients, provided only fundamental facts are divulged and not proprietary and confidential information.

8.2 OITTA may store the names of the Delegates for the purpose of advising them of the availability of further courses in the future.

9. CONFIDENTIALITY

The parties shall treat as and keep confidential all information whether of a technical, commercial or any other nature relating to the other party and shall not, during the period of this Agreement, or at any time after its termination, divulge any such information to any person not authorised by the divulging party to receive it and shall not utilise any secret or confidential knowledge or information acquired in connection with this Agreement to the detriment or prejudice of the other party or use the same for any purposes save for the purposes of this Agreement.

10. DATA PROTECTION

10.1 The Delegate shall ensure that it has in place all necessary consents in connection with Personal Data to allow OITTA at all times to perform the Training Services without infringing any third party rights. OITTA shall not be liable to perform the Training Services to the extent it is unable to do so due to a breach of this Clause.

10.2 OITTA warrants to the Delegate that it will only use the Personal Data for the purpose of carrying out its obligations hereunder and that it will ensure that all reasonable and appropriate security measures are in place to protect the Personal Data and that it will destroy or deliver up the Personal Data upon written demand from the Delegate, and further, that it has in all respects complied with its obligations under the Data Protection Act 1998 and any amendments to or re-enactments thereof.

11. INTELLECTUAL PROPERTY

All intellectual property rights, including copyright, patents and design arising in connection with this Agreement shall belong to and remain vested in OITTA and the Delegate shall execute any document necessary for this purpose.

12. WARRANTY

OITTA warrants that in carrying out the Training Services it has and will exercise all reasonable skill and care to be expected of a professional, experienced in such work.

13. HEALTH AND SAFETY

The parties shall comply with all applicable health and safety legislation and codes of practice.

14. TERMINATION

14.1 Either party may terminate this Agreement by written notice: 14.1.1 if the other party fails to remedy a material breach of this Agreement within 30 days of written notice identifying the breach and notifying of an intention to terminate; and/or 14.1.2 if the other party makes any voluntary arrangement with its creditors or enters OITTA Training into administration (whether or not pursuant to a court order) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or is deemed under Section 123 of the Insolvency Act 1986 to be unable to pay its debts or is dissolved; and/or 14.1.3 if an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the other party; and/or 14.1.4 the other party threatens to cease to carry on business.

15. RIGHTS ON TERMINATION

Accrued rights, Clauses 5, 6, 7, 8, 9, 10, 11, 12, 15 and 18 and rights by their nature intended to survive termination of this Agreement, shall survive any termination of this Agreement.

16. ASSIGNMENT

This Agreement is personal to the Delegate and may not be assigned by the third party in whole or in part.

17. FORCE MAJEURE

Neither party shall be responsible for failure or delay in performing its obligations under this Agreement due to events beyond its reasonable control.

18. NON-SOLICITATION

The Delegate shall not during the term of this Agreement and for 6 months thereafter, entice or solicit for employment with it or any other entity any Trainer who has been engaged to provide the Training Services.

19. ENTIRE AGREEMENT

This Agreement sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes all previous arrangements, agreements and representations whether written, oral or implied between the Delegate and OITTA relating to the Training Services.

20. AGREEMENT AMENDMENTS

Any amendments to this Agreement shall be in writing.

21. EFFECTIVENESS

This Agreement shall be effective upon signature by the Delegate on the Application Form.

22. THIRD PARTIES

Third parties have no rights under the Contracts (Rights of Third Parties) Act 1999 or any amendment to or re-enactment of it to enforce any provision of this Agreement.

23. CAREERS SERVICE AND JOB PLACEMENT ASSISTANCE

23.1 To be eligible for the work placement scheme the candidate must have completed the course and passed ALL the required exams within the time period

allocated. The work placement scheme is NOT a job guarantee, it is a service provided to assist you to securing a job.

23.2 OITTA will make every endeavour to place the candidate at the candidate's preferred location. However, it is immaterial for the purpose of the above clause where the employment is to be undertaken provided that it is within the UK or whether it is on a part time basis, full time basis or where the hours remain unspecified or involves working on a shift basis or during unsociable hours. The duration of your employment is entirely at the discretion of your employer and OITTA shall not be responsible to you or your employment status thereafter.

23.3 Work placement assistance will be invalid if the candidate fails to complete or discontinues with the course or fails exams relating to the certification. The Job Placement Scheme will be void if the candidate fails to attend the related classes or tutorial more than twice in the training period without prior consent or if the Delegate fails to attend any interview arranged by OITTA.

23.4 OITTA reserves the right to withdraw candidates from any certification track without any notice period as a result of misbehaviour or abuse to any member of OITTA's staff.

23.5 OITTA will only enter candidates for the official examination once a proven score or ability is shown of understanding and a satisfactory score has been achieved in the mock test.

23.6 If the Delegate passes all the exams within the time period allocated, then OITTA will have a period of 3 months to place the Delegate into a job with a minimum starting salary of £18,000 per annum.

23.7 If OITTA is unable to place you into a job within the first 3 months, after successful completion of the course including passing all exams, the Delegate will be entitled to a full refund of the Course fees only

excluding any other associated costs (e.g CDL interest or any living expenses incurred)

23.8 When the Delegate is placed into a job by OITTA or if the Delegate is able to secure a job by himself/herself prior to or after completion of the Training, this Agreement will then be terminated with immediate effect.

24. LAW

This Agreement shall be construed in accordance with English law and the English courts shall have sole jurisdiction.

Holidays

Apart from the time off during your academic off, OITTA will be closed for all bank holidays, as well as the following:

Easter vacation:

1 week (usually the 2nd week of April)

Christmas & New Year:

2 weeks (last week of December and the first week of January)

Letter requests

Students who require a letter from OITTA i.e. NI letter, Council tax letter, etc. must complete a request form available at the main reception.

Please note that the administration staffs require a minimum of 5 working days to prepare your letters from the date of the request

OITTA will issue a full set of letters for all students free of charge at the registration

and any subsequent letters are subject to a charge of £5 per letter

Safety procedure

OITTA advises all students to become familiar with the safety procedures and emergency evacuation points.

If you have any questions concerning these procedures please ask any of our administration staff who will be happy to help you.

Complaints procedure

“Student suggestion boxes” are located in the main reception area. All students are encouraged to communicate with OITTA administration through the student suggestion boxes.

In the event of a personal grievance or a complaint students are advised to speak with their subject leader/ lecturer in the very first instance, followed by discussions with the Head of the Department and finally with the Director of Studies if the matter hasn't been resolved.

Time table

In every three hour class there is a break of 15 minutes. There is also 5 minutes allowed at the beginning and end of every class to allow the change in classes.

Location and courses

OITTA cannot guarantee a course or locations until the student have taken the entry requirements/test at the school. Every attempt will be made, however, to place the student in the centre or course of your

choice. In the event of insufficient enrolments for a course, OITTA reserves the right to offer an alternative course of equal value. We reserve the right to change the location of our courses.

Student contact details:

Every active student is expected to provide a definite contact address with proper post code and day time telephone number besides a mobile number where ever possible to OITTA authorities. Further students are also responsible to communicate any changes to these contact detail to appropriate authorities well in time.

Social events:

The public relations office of OITTA will organize different social events, details of which will be displayed in the main reception from time to time. Further the students can contact the Student Liaison Officer for any information.

Suspension of Classes

In case if there are insufficient number of students in any given subject or class OITTA management reserves the right to either merge or suspend such papers.

General

All students must be at least 18 years of age. OITTA accepts no responsibility for any personal injury, damage, loss to person or property, whether by fire, burglary, theft or other incidents. This also applies if students are in public or private places or on excursions.

Course Dates

1. Start dates cannot always be altered prior to the commencement of the course booked. This depends on the particular circumstances of the applicant.
2. Courses will NOT be extended due to any unauthorised absences and / or uncertified illness of the student.
3. Once enrolled upon, the course cannot be extended beyond its completion date. Students wishing to continue beyond their original period of study will be considered to be starting a new course.

Changes

4. OITTA reserves the right to make changes to the time and / or location (campus) of a student's course after registration, although every attempt is made to place students on the campus and at the time of their choice.
5. OITTA reserves the right to change any teacher, class time or room and combine classes if necessary.
6. All requests for changes of class time or level from students must be approved by OITTA administration.

Attendance

7. All students must book holidays at least 1 week in advance, and for a full week commencing on a Monday. Students who have paid for less than 8 weeks of studies are NOT entitled to any authorised holidays.
8. If a student fails to start on the commencement date, or leaves the course prior to the completion date, without first informing OITTA, the student's place on the course may be suspended and he or she won't be able to resume without prior approval from OITTA.
9. All students are subject to OITTA “attendance policy”

Examination entries

10. Although OITTA will take all possible precautions to ensure that students are kept fully informed regarding external examinations, students should ensure that they register for exams before the deadline.
11. External examination fees are included in the course fees except otherwise stated for particular courses or re-sits.

Fees

12. A non-refundable registration fee must be paid per course.
13. Course fees do not include travel, accommodation, social programmes, some external examination fees, bank charges on money transfers, and personal insurance.

Refunds

14. For Refund Policy refer to Section 1 under **3. TRANSFERS, CANCELLATION AND POSTPONEMENT**
15. The registration and administration fee are NOT refundable.
16. Fees are NOT transferable to another student under any circumstances.
17. If a student is permanently or temporarily removed from OITTA attendance register due to poor attendance or misconduct, no refund is applicable.
18. Any refund issued will be in the form of a cheque made payable to the student or the student's guardian only.
19. Please allow three to four weeks for the processing of refund applications.
20. Students are required to attend all lectures, classes and tests and to submit written work as required by lectures and tutors
21. OITTA administration reserves the right to expel a student if he/she does not fulfil the above requirements, or for behaviour disruptive to the general conduct of OITTA. In such cases NO refund of fees will be given
22. Enrolment for a course, together with the payment of the required deposit, creates a binding agreement to follow the course and to pay the full fee
23. If the student changes the course of study during the term no refunds will be given where the revised course involves fewer subjects.
24. Courses will take place only if justified by demand
25. OITTA administration will be happy to offer advice relating to university and college application, examination entries, etc. However, it is the student's own responsibility to ensure that all applications and entries, of whatever nature, are in order and sent off by the appropriate closing date
26. OITTA reserves the right to amend the class times and dates of the classes and sessions without prior notification to the students. Those changes will in no way

affect the other terms and conditions of the student contract with OITTA.

27. OITTA prospectus, flyers, website, and any other marketing and promotional materials are correct at the time of printing but subject to alteration
28. ALL students are subject to the terms and conditions mentioned in the "Student Handbook"

Policy for non-attendance of a Student

Who is this policy for?

This policy covers all students who are in the "Active student's register"

Attendance monitoring system

OITTA uses database applications to monitor student attendance. The systems operate as follows:

- The Database will produce student registers for each and every class on the first day of the week
- These attendance registers will be available for lecturers and the attendance will be marked after 15 minutes in each and every class. For example if the class starts at 9.00 am in the morning the lecturer will mark the attendance of the students at 9.15 am
- Students who arrive more than 15 minutes late to the class will be marked as absent
- Students who fail to attend the class for the full class period will be marked as absent
- On the last day of the week these weekly attendance registers will be entered in to the database and hardcopies will be kept for a further 4 weeks.
- Once the data has been entered into the database, new registers for the forthcoming week will be printed and made available to the lecturers

Once the attendance records have been entered into the database NO one will have the right/authority to amend them. The only person who possesses the database administrator password is the director of the Academy.

Attendance monitoring

- OITTA expects all students to attend all their lessons
- In the event that a student is continuously absent for more than 3 weeks, a "**First warning letter**" will be issued to the student
 - o This letter requests the student to contact OITTA at the first opportunity and provide explanations regarding the absenteeism.
 - o This letter also states that failing to contact OITTA within 5 working days will result in the issue of the "second warning letter"
- In the event that the student fails to contact OITTA for a further 1 week then a "**second warning letter**" will be issued
 - o This letter outlines that the student's name will be removed from the class register with immediate effect
 - o A further 2 weeks will be given to the student to attend the classes or give an explanation to OITTA.
 - o This letter will also state that failing to contact OITTA within 10 working days will result in the issue of a "Final warning letter"
- In the event that the student does not respond to the "second warning letter" within 10 working days then a "**final warning letter/ suspension letter**" will be issued
 - o This letter state that the student's details have been removed from the "Active students database"
 - o The student's registration with OITTA has been cancelled

Once a student has received the "final warning letter", the student will NOT be treated as a registered student of OITTA.

Exemptions

Following are the exemptions to the above rules

- Where the student has booked an allowed holiday (i.e. in this case the database will freeze out the student name, so the students on holiday will not take part on the attendance monitoring exercise whilst they are on holiday)

- Where the student has submitted a medical circumstances certificate from a recognized GP

OITTA but still haven't started courses

Please note that the above must be PRE-APPROVED prior to a holiday or OITTA must be informed at the first opportunity regarding sick leave, failing which students name will be removed from the database and OITTA cannot be held responsible for your attendance records

What will happen next?

- The attendance database system will generate your attendance records at the end of the session automatically

Refund policy

- If a student failed to attend his or her course for a considerable period and OITTA subsequently removed his or her name from the register the student is NOT eligible for a fee refund

Policy for non-arrival of a Student

Who is this policy for?

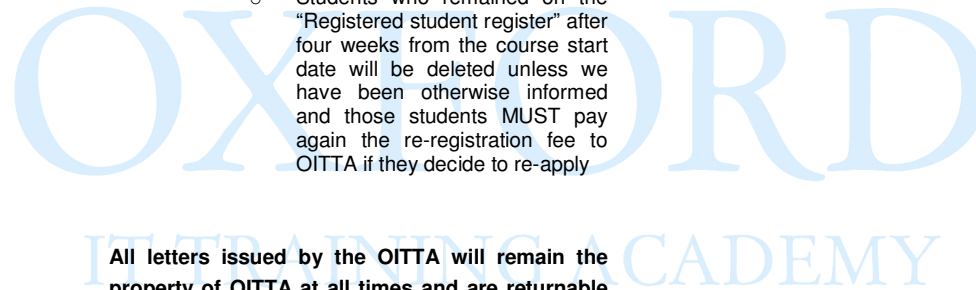
This policy covers all students who are in the “**Active student's register**”

Database monitoring system

- OITTA maintains two registers where one is for the active students and the other for the registered students
- The relevant information held in these two registers is as follows
 - o **Active student's register**
 - This is for the students currently studying at OITTA
 - o **Registered students register**
 - This is for the students who have enrolled at

- How the two registers work?

- o Once a student has made an application to OITTA (according to the rules and regulations set out by the “Student enrolment checklist”) the data will be held in the “Registered Student Register”
- o When the student has arrived at OITTA, then the student's details will be transferred to the “Active students” register and at this time we will issue the following letters
 - Enrolment letter
 - Issue student ID card
 - Apply for the Student travel discount cards
- o Students who remained on the “Registered student register” after four weeks from the course start date will be deleted unless we have been otherwise informed and those students MUST pay again the re-registration fee to OITTA if they decide to re-apply



All letters issued by the OITTA will remain the property of OITTA at all times and are returnable to OITTA on demand

- OITTA ALL RIGHTS RESERVED
2007/2008 -