

COLEG LLANDRILLO COLLEGE CONDITIONS OF BUSINESS

FORMATION OF CONTRACT

- 1.1 College only enters into contracts on the basis of the following Conditions. All other terms, conditions or warranties whatsoever are excluded unless expressly accepted by the College in writing.
- 1.2 All enrolled students of the College and all others making use of College facilities pursuant to the contract shall in addition be bound by the Rules and Regulations of the College in force from time to time.

PAYMENT CHARGES

- 2.1 Unless otherwise agreed by the College in writing the terms of payment shall be strictly net – 30 days from date of invoice.
- 2.2 Where tuition is provided or services and/or goods are supplied by instalments the College may invoice each instalment separately and such invoices shall be paid in accordance with these Conditions.
- 2.3 No dispute arising under the contract or delays beyond the reasonable control of the College shall interfere with prompt payment in full of all fees and charges.
- 2.4 In the event of default in payment the College shall be entitled without prejudice to any other right or remedy to suspend all further performance of the contract without notice and charge interest on any amount outstanding at the rate of 2% per annum above the Base Rate of Barclays Bank plc in force at the time when payment was due.
- 2.5 Tuition fees and all other charges are subject to fluctuation in the event of any increases in the cost of overheads and/or materials. Any increase in such costs during the periods of the contract will be added to the quoted charge.
- 2.6 In the event of any alteration being requested and agreed to by the College in regard to the nature of the tuition, services and/or goods to be supplied the College shall be entitled to make an adjustment to the fees or charge corresponding to such alteration.

CANCELLATION

- 3.1 Cancellation of any contract will only be agreed to by the College on condition that all costs and expenses incurred by the College up to the time of cancellation and all loss of profits and other loss or damage resulting to the College by reason of such cancellation will be paid forthwith to the College.
- 3.2 On cancellation of any contract the College shall not be obliged to return any monies paid to it under the contract. The College may, in its absolute discretion, return fees to students for courses cancelled on a pro-rata basis with regard to the number of lectures or level of services already provided.

COLLEGE LITERATURE

- 4.1 Information contained in the advertising sales and technical literature issued by the College may be relied upon to be accurate in the exact circumstances in which it is expressed otherwise any illustrations. Examples of courses and facilities and all other information in such literature is provided for general guidance only and shall not form part of the Contract.

FORCE MAJEURE

- 5.1 In the event of the performance of any obligation accepted by the College being prevented, delayed, or in any way interfered with by any cause whatsoever beyond the College's control, the College may at its option suspend performance or cancel its obligations under the contract without liability for any damage or consequential loss resulting therefrom such suspension or cancellation being without prejudice to the College's right to recover all sums owing to it in respect of costs incurred prior to the date of suspension or cancellation.

LEGAL

- 6.1 The contract shall be governed and interpreted exclusively according to the Law of England and Wales and shall be subject to the jurisdiction of the Courts of England and Wales only.