

# Terms & Conditions

All subscribers to NSWLearning agree to be bound by these terms and conditions. NSWLearning reserve the right to alter these terms and conditions from time to time.

## Books & Curriculum

All curriculum supplied by NSWLearning remains the property of NSWLearning. Users are not permitted to copy (in any way) any curriculum or books supplied by NSWLearning. Material stored on our servers is for the exclusive use of students whilst they study with NSWLearning. Material cannot lawfully be downloaded by another person.

## NSWLearning Fees

Up to date information relating to current fees and charges can be found on the NSWLearning website.

## Refunds

Where the word "Refund" appears below it refers to the issuing of a credit note which will be applied to any outstanding balance. If, after the credit note has been applied, the statement shows that there is still an outstanding balance, you will be liable to pay off that outstanding balance (if you have left NSWLearning) or according to your payment schedule (if you have withdrawn from courses). Where a statement shows a negative balance, NSWLearning will refund the balance to you.

## Withdrawing from NSWLearning Courses

Should you, for any reason, decide to withdraw from any or all tutored courses, you will receive a credit note according to the following table which describes the level of refund that you can expect

Week	Refund
Week 1	If a user has NOT logged onto the NSWLearning VLE, a full refund will be given if requested within 7 days of access being given to the NSWVLE.
Week 1-4	85% of your invoice for tutoring less £60 admin fee (per student).
Week 5-6	60% of your invoice for tutoring less £60 admin fee (per student.)
Week 7-8	35% of your invoice for tutoring less £60 admin fee (per student).
Week 9-10	10% of your invoice for tutoring less £60 admin fee (per student).
Week 11+	0%

**IMPORTANT** – Weeks are numbered from the first Monday following the sending of NSW login details to the designated supervisor using the email address provided on the application form.

**No refund is made for students joining NSWLearning in Term 3 (or Term 4 for those working on a southern hemisphere calendar), who subsequently leave before the end of the academic year.**

Any carriage and postage charges will be charged to parents at cost. No refunds will be made on carriage or resources supplied by NSWLearning. The cost of any course handbooks supplied as part of the course will be deducted from the refund.

## Disclaimers

NSWLearning cannot compel students to work, nor do we take responsibility for inactivity of students.

NSWLearning takes responsibility for all material within courses on the NSWLearning VLE and on the NSWLearning web site. We cannot, however, monitor students' activity on the rest of the World Wide Web. We take no responsibility for any unsuitable material that students may come into contact with while using the World Wide Web.

NSWLearning makes no assurances as to students' academic success, be it IGCSE/A level results or otherwise.

NSWLearning is not a school, and requires an active interest to be taken by supervisors in the education of their children. NSWLearning offers a complementary educational package, which should be integrated with input and support from other sources.

NSWLearning is in no way liable for a student's inability to use the NSWLearning VLE.

NSWLearning undertakes to ensure that our virtual learning environment is working at all times. If the VLE should go offline, NSWLearning's sole responsibility is to ensure that the VLE is returned to normal working order within a reasonable period of time.

## Age of Child

All students must be 18 years of age or under at the start of the academic year (1st September for Northern Hemisphere courses and 1st February for Southern Hemisphere courses), except by arrangement with the Educational Director. All applications must be accompanied by evidence of age.

## Medical and other conditions

NSWLearning should be informed via email of all medical conditions and special educational needs that might affect learning on NSWLearning; at the very latest, on application, or as soon as diagnosed

thereafter.

## Exclusion, suspension or criminal conviction

NSWLearning must be informed by email or in writing if a prospective student has been excluded or suspended from a previous school or has any criminal convictions. The information will be treated as confidential and will only be provided to tutors if the Educational Director regards it as essential to do so. No student will be prejudiced against as a result of their past history.

NSWLearning reserves the right to refuse an application from a family or school, where, in the opinion of the Educational Director, a student's enrolment with NSWLearning is likely to jeopardise existing students. The Educational Director's decision in such matters is final.

## General

Submitting an application form to NSWLearning creates a binding contract between NSWLearning and the signatory whereby the signatory denotes his or her agreement with these terms and conditions.

Any changes of address, telephone number or email address must be notified to the NSWLearning office in writing as soon as possible.

All complaints regarding NSWLearning MUST be submitted in writing - either via email or by letter.

Failure to pay by the due date described in the payment schedule will result in the suspension of access to the NSWLearning VLE. Suspension will continue until all arrears are paid.

NSWLearning is an online organisation. All notices regarding NSW policy, as well as important information to parents will be uploaded into the Info Centre on the NSWLearning VLE. It is the responsibility of the adult holding the NSWLearning VLE username and password to check their designated mailbox, as well as the Info Centre. NSWLearning cannot be held responsible for loss, damage or any other unfortunate circumstances that arise from supervisors missing information as a result of a failure to check these locations.

The adult holding the NSWLearning VLE username and password must not under any circumstances disclose their password to their child/ren.

No other person except the registered user may log onto the NSWLearning VLE using the student's or supervisor's username and password. This includes brothers and sisters.

## Suspension

NSWLearning reserves the right to suspend or terminate a student/supervisor NSWVLE account without prior notice. Further, NSWLearning reserves the right to limit access to areas of the NSWVLE, at the discretion of the Educational Director.

## NSWLearning Material/ & Licensing

All NSWLearning material is licensed for use by the named student (see exceptions below) and not for any other person or organisation. In a purchasing school, this means that NSWLearning material can only be used by the named student. NSWLearning material may not be copied or distributed or used for any purpose other than that for which it is intended. NSWLearning materials are provided for the sole purpose of supporting supervisors and/or schools in educating students who hold an active NSWLearning VLE account provided by NSWLearning.

## Child Protection.

All families who enrol with NSWLearning must abide by our Child Protection Policy. A copy of which is available in the Library on the NSWLearning VLE or from our office.

## Data protection

The information you provide to us, electronic, written and verbal may be held on our database, in accordance with the General Data Protection Regulations. Our privacy policy can be found on our website.

## Definitions

Wherever 'you' appears in this document, it refers to the subscriber or purchasing family or purchasing school.

Wherever 'we' and 'our' and 'us' appears in this document, it refers to NSWLearning.

NSW is an abbreviation for NSWLearning, which is a trading name of NorthStar Worldwide Learning Limited (a company registered in England, Reg No 7582945)

NSWLearning VLE and NSWVLE are names of our Virtual Learning Environment.

A named student is defined as a student who has an active NSWVLE account that has been provided by NSWLearning. A designated email address is the email address that you have provided to NSW on enrolment. It is the parent's or (in purchasing schools) the Designated member of Staff's responsibility to notify NSW of any changes in email addresses.

Southern hemisphere calendar refers to the academic year for students who commence courses in January or February, for completion in November or December of the same calendar year.

Northern hemisphere calendar refers to the academic year for students who commence courses in September, for completion in July of the following calendar year.

The logo for NSW Learning, featuring the letters 'NSW' in a large, stylized, handwritten font above the word 'LEARNING' in a bold, uppercase, sans-serif font.