

Date:

## TERMS & CONDITIONS

**Applicant Name (student):**

**Applicant Email:**

**Applicant Nationality:**

**Passport / ID Number:**

### 1. INTRODUCTION

This document sets out in detail the relationship between the student and the institute which starts when the student accepts an offer of admission at Rushford Business School. These terms and conditions are deemed to be accepted as soon as the course fee or any part thereof is paid to Rushford Business School. Note that based on the program that the student applied for, the student may have other contractual arrangements e.g. accommodation, etc. and these will be subject to separate terms and conditions.

### 2. COURSE INFORMATION AND FEES

**Program:**

**Mode of learning:**

**Duration:**

**Start date:**

**Fees Payable:**

The total tuition fee applicable to you for this program is **EUR XXXX**.

You have chosen to submit the fee in **full** before the start date.

No other tuition fees are payable within your maximum allowed duration unless communicated to you prior to your acceptance of the offer. For details about the refund policy, please refer to section 19.

### 3. FURTHER INFORMATION

3.1 Before the student accepts the offer of a place at Rushford, the student should get familiarized not only with this document but with the program information, regulations and policies which together make up the terms and conditions. These may be available to view or download on the Institute's website.

3.2 When the student accepts the offer of a place at the Rushford Business School, the student agrees to be bound by the above terms and therefore we advise that the student should read the documents thoroughly. By accepting the offer of admission, the student becomes a member of our academic community and is expected to treat all staff and students with respect.

### 4. CONSIDERATION OF APPLICATIONS

4.1 Rushford Business School considers all applications on their merits. Although feedback is usually available, the Institute is not obliged to provide reasons for its admissions decisions.

4.2 The Institute reserves the right to vary any entry requirements from time to time.

4.3 Offers of a place may be conditional on an applicant fulfilling either academic or other conditions which will be set out in the offer letter.

4.4 All applicants will be required to declare unspent criminal convictions for violent, sexual or drug-related offences, if requested.

### 5. IMMIGRATION REQUIREMENTS

These are usually not applicable to online courses, unless the student is required to visit any of our locations as a part of their program. The Institute has a legal obligation to ensure that all on-campus students comply with Swiss immigration requirements and hold the appropriate visa. Failure to comply with any of these requirements may result in the visa being curtailed and the student being asked to leave the Institute.

### 6. CHANGES TO THE PROGRAM

6.1 From time to time it may be necessary to review or change the content of the program. This may be required to refresh the program and to ensure that it is fit for purpose or to reflect changes in sector guidance or requirements of external accrediting bodies or to incorporate student feedback.

6.2 We will consult the student and give them an opportunity to provide feedback to us in relation to any proposed changes and will attempt to minimize any adverse impact on the student. We will not withdraw a program until all enrolled students have completed their studies and will provide reasonable notice in the event of withdrawal or fundamental changes to the program.

6.3 If it becomes necessary to consider making any changes to the program after the student has accepted an offer of a place, we will inform the student about these at the earliest opportunity.

### 7. MODE OF COMMUNICATION

Once the student is enrolled, Rushford Business School may contact the student by email using the email address available with us and the student should therefore check it on a regular basis. For any urgent issues the student may also be contacted via the telephone number registered with us.



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admissions@rushford.ch



www.rushford.ch

## 8. ENGAGEMENT WITH STUDIES

8.1 The student should engage with all learning activities which form part of their program, subject to absence only for medical reasons or other personal reasons agreed in advance with the program or subject leader. The student should also be aware that some programs and courses may require a specific level of attendance.

8.2 Where the student's record of engagement is considered unsatisfactory, the student will be invited to attend a meeting to discuss the issues. If the student does not attend this meeting, they will receive a further letter inviting him/her to a re-arranged meeting. If the student does not attend this meeting, then he/she will be considered to have withdrawn from the program.

## 9. COMPLAINTS

All enrolled students are entitled to raise any concerns with any aspect of the Institute's service by means of the Student Complaints Resolution Procedure.

## 10. INTELLECTUAL PROPERTY (IP)

Any IP created by the student during their program of studies belongs to the student unless agreed otherwise in writing between the student and the Institute. All students, however, grant Rushford Business School the permission to use their work or copies of their work (digital or otherwise) for academic, teaching and marketing purposes.

## 11. PARTNER INSTITUTIONS

11.1 If the student is studying at a Rushford Business School partner institution, the student will be subject to certain additional regulations and contractual terms of that institution, including disciplinary regulations.

11.2 Breach of these additional regulations or contractual terms may be treated as a breach of the Institute's regulations and may result in the Institute requiring the student to withdraw from their program, the withholding of services and/or the termination of the contract(s) between the student and the Institute.

11.3 The Institute has agreements with partner institutions which set out the roles and responsibilities of each in relation to the student's admission, program and services.

## 12. INSTITUTE STATUS

12.1 With the student's acceptance of an offer of a place at Rushford Business School, the student acknowledges that the institute operates in Switzerland's private higher education sector with private degree awarding authority and no claims of government affiliations are made. In all cases, it is up to the national authorities in the host country

to decide whether to recognise swiss foreign qualifications from private institutes.

## 13. DATA PROTECTION

13.1 The Institute complies with the General Data Protection Regulation (GDPR) and students are entitled to have access to the records held about them to ensure accuracy and fairness.

13.2 Purposes for which information is held include:

- General Institute administration requiring personal and academic details
- Management of academic processes such as academic audits, examination boards and award of degrees
- Provision of advice and support to students via, amongst others, Academic Services, Student Services and the Accommodation Service
- Internal research, including monitoring quality and performance.

13.3 The Institute, via academic schools, Academic Services and other ancillary departments, allows employees and agents of the Institute to access data on a strictly need-to-know basis. Student information is disclosed to a variety of third parties or their agents, notably:

- Students' sponsors (including Local Authorities), the Student Loan Company, and funding and research councils
- Government departments
- Current or potential employers of Rushford Business School students
- Current or potential providers of education to Rushford Business School students (including placement providers)
- Professional and statutory bodies.

13.4 The accuracy of personal information provided by students may also be checked by the Institute against relevant external sources. The Institute undertakes to maintain student data in secure conditions, and to process and disclose data only within the terms of its data protection notification. The details above indicate the nature of this notification but are not exhaustive. Please note that we are reliant on the student

for much of the data we hold. The student needs to help us keep their record up to date by notifying us of any alterations to their address, personal details or program enrolments.

13.5 For full details please refer to the Institute's Data Protection Policy and also the Student Privacy Notice.



#### 14. HEALTH AND SAFETY

14.1 This is applicable to on-campus and blended learning students only. The Institute will, so far as is reasonably practicable, take all steps necessary to ensure the health, safety and wellbeing of all members of the institution, including staff, students and visitors, and will conduct its affairs in such a way as to protect everyone who may be affected by its activities.

14.2 The student should be aware of the safety rules applying to buildings, the students program or school; read the safety notices, school websites and their student dashboard and know what to do in the event of a fire and be aware of at least two escape routes from their place of study or any other area they may occupy.

14.3 In addition students with either permanent or temporary mobility disabilities which might affect their ability to leave a building or use the stairs unaided should provide information to enable the Institute to implement personal emergency evacuation plans (PEEPs) and fulfill its obligations in relation to fire safety arrangements.

14.4 There are restrictions on bringing hazardous materials or substances onto Institute premises, including halls of residence, which could give rise to safety or security concerns e.g. flammable materials, gas canisters, pyrotechnics, toxic chemicals, illegal substances and drugs etc.

14.5 For on campus students, we will provide them with induction and training relating to health and safety appropriate to their program of study. This should include:

- Fire evacuation
- Accident prevention and reporting (accidents should be reported to the member of staff in charge of the session or to the nearest Site Manager's Office/desk)
- Safe use of materials/equipment any hazardous substances
- Specific policies/safe working procedures risk assessments/safety precautions.

14.6 Safety regulations and procedures will also apply during off-site activities such as field trips. Everyone has a legal duty not to interfere or misuse anything that has been provided in the interests of welfare, or health and safety, and to co-operate with the Institute where duties are imposed under the Health and Safety at Work Act or other statutory provisions.

14.7 This includes avoiding silly or reckless behavior and taking positive steps to identify and understand hazards, paying attention to dangerous areas as well as residences. The students are required to comply with safety rules and procedures, and thus ensure that nothing they do or fail to do will place themselves or others at risk. Students and staff are represented on the Institute safety committee. However, in the first instance any issues regarding health and safety should be reported to the respective program tutor / supervisor.

14.8 The Institute's disciplinary procedures may be invoked in the case of students breaking specific safety regulations. Failure to follow safety rules may also result in a criminal prosecution.

#### 15. LIABILITY

15.1 We will be liable to the student for any direct loss or damage they suffer if we either fail to carry out our obligations under this agreement to a reasonable standard; or breach any relevant duties that we owe to the student that are imposed on us by law (including if we cause death or personal injury to the student by our negligence), but not to the extent that such failure is attributable to the student's own fault or the fault of a third party.

15.2 Our liability to the student in the case of loss or damage other than for death or personal injury or fraud is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

15.3 We will not be liable to the student for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include industrial action, over or under demand from students, staff illness, significant changes to higher education funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern regarding the transmission of serious illness. In such circumstances, we reserve the right to change or cancel parts, or all, of their program.

15.4 The Institute cannot accept responsibility, and expressly fully excludes liability permissible by law, for:

- All damage to the student's property (including to personal I.T. equipment, vehicles and bicycles parked on Institute campuses) unless it is caused by the negligence or fault of the Institute or its staff.
- The non-return of work submitted for assessment.
- Personal injuries or death except in so far as it is caused by the negligence of the Institute or its staff.
- All indirect and consequential losses, however arising; and
- Any loss of opportunity and loss of income or profit, however arising.

15.5 In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the Institute in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of tuition fees paid by or on behalf of the prospective student or student to the Institute or the amount, if any, the Institute receives from its insurers in respect of that particular loss, whichever is the greater.

#### 16. INSURANCE

No insurance is needed for online students. For on-campus students, it is the student's responsibility to ensure that they have adequate insurance cover for their personal belongings (including mobile phones, electronic devices, computer equipment, cycles, motor vehicles). The Institute is not liable for damage to or loss of such personal property. In certain circumstances the student may be required to obtain other types of insurance, for example, medical insurance.



## 17. WITHDRAWAL OF SERVICES

17.1 The Institute reserves the right to make variations to or withdraw services if such actions are reasonably considered to be necessary by the Institute, for example, where:

- Events beyond the Institute's reasonable control prevent a service from being delivered either temporarily or permanently.
- Information technology systems require essential maintenance work, upgrades or repairs.
- Health and safety or other legal reasons apply; or
- Improvements and changes are being made to the Institute's estate and facilities.

17.2 The Institute will take reasonable steps to mitigate the impact of such withdrawals on students wherever reasonably possible, for example by substituting alternative similar services, and giving warning of forthcoming changes or likely periods of non-availability.

17.3 The Institute reserves the right to make reasonable additional charges and to vary such charges from time to time for services in order to cover costs or to ensure the availability of Services for the benefit of all students, (for example by fining students who misuse library services to the detriment of other users).

17.4 The Institute is unable to guarantee that all services will be available at all times to all students but will endeavor to provide a reasonable level of provision when the Institute is open.

## 18. TERMINATION OF ADMISSION

The Institute may terminate the student at any time if the student is in material breach of these terms and conditions and in the following circumstances:

- If the student as provided false, inaccurate or misleading information in their application to the Institute.
- If the student fails to meet the specific conditions or requirements for their program.
- If the student fails to meet the conditions of their offer letter.
- If the student no longer meets immigration requirements.
- If the student acquires a relevant criminal conviction.
- If the student fails to enroll.
- If the student as withdrawn for failure on assessment.
- If the student fails to pay the tuition fees by the required deadline.
- If the code of conduct as laid down by the institute is not adhered to.

## 19. REFUND POLICY

### 19.1 Refund for Withdrawal Due to Non-Delivery of Course by Rushford Business School:

Rushford Business School will notify the Student within three (3) working days upon knowledge of any of the following:

- (i) It does not commence the program on the program commencement date;
- (ii) It terminates the program before the program commencement date;
- (iii) It does not complete the program by the program completion date;
- (iv) It terminates the program before the program completion date;

The Student should be informed in writing of alternative study arrangements (if any), and also be entitled to a refund of the entire fees already paid minus any nominal administrative costs should the Student decide to withdraw, within seven (7) working days of the above notice.

### 19.2 Refund for Withdrawal Due to Other Reasons:

If the Student withdraws from the program for any reason other than those stated in Clause 19.1, the Rushford Business School will, within seven (7) working days of receiving the Student's written notice of withdrawal, refund to the Student an amount based on the refund table provided below.

### 19.3 Refund During Cooling-Off Period:

Rushford Business School will provide the Student with a cooling-off period of three (3) working days after the course start date.

For online and blended programs the course **commencement date is considered to be the date when the course login details are sent** to the student.

The Student will be refunded the highest percentage (stated in the refund table) of the fees already paid minus an administrative charge of EUR 150.00 if the Student submits a written notice of withdrawal to Rushford Business School within the cooling-off period, regardless of whether the Student has started the course or not.

## REFUND TABLE



**% of Fee If Student's written notice of withdrawal is received:**

<b>[100]</b>	more than [15] days before the program Commencement Date
<b>[70]</b>	before, but not more than [1] days before the program Commencement Date
<b>[50]</b>	after, but not more than [7] days after the program Commencement Date
<b>[0]</b>	more than [7] days after the program Commencement Date

**20. AWARD**

20.1 The student acknowledges that an award can be issued by Rushford Business School only once all course specific requirements are met. Rushford Business School has the right to deny an award if completion requirements are not met or if the student exceeds the maximum allowed program duration.

**21. ADDITIONAL INFORMATION**

21.1 These terms and conditions and the documents referred to in this document override any other communication, document or representation made by us, either in writing or orally. These terms and conditions are the entire understanding between the student and us about their program and replace any other undertakings or representations.

21.2. These terms and conditions are personal to the student; and the student is prohibited from assigning or transferring it or any of the rights and obligations under it to a third party.

21.3 The student and the institute must amicably settle any disputes arising in connection to these terms and conditions.

21.4 The relationship between the institute and the student shall be governed by and in accordance with the laws of Switzerland and both parties agree to submit to the non-exclusive jurisdiction of the courts of Switzerland.

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