



Access to Higher Education Policies & Procedures

Last edited: 20th September 2022

Next review is due: December 2022

*LINKS: If you are unable to access any of the documents or information linked below, please ask the Company for offline copies or assistance with obtaining online access. Please note that the linked documents may be updated by the Company from time to time so you must regularly re-visit these links to check the latest applicable version.*

## 1. THIS AGREEMENT

All courses are operated and managed by Hashtag The WRD Limited ("**Company**"), a company registered England, with its trading address at 8th Floor 167 Fleet Street, London EC4A 2EA, UK. This contract (together with the specific terms for each Course as presented on the Site, the "**Agreement**") is between the Company and you ("**you**" or the "**Student**") and, unless otherwise provided during the registration process, shall apply to any and all Company courses, including without limitation the Creative Entrepreneurship courses ("**Courses**"). If you are under 18 years old you will need the permission of your parent/guardian to enter into this Agreement and/or register for any Course.

## 2. PERSONAL INFORMATION

When you apply and/or register for a Course using the Company's website (the "**Site**"), you will be asked to create a Username and Password for access to relevant sections of the Site. You agree: to keep your password secure and confidential and to not allow anyone else to use your email address or password to access the Site; to not do anything which would assist anyone who is not a registered User to gain access to any secured area of the Site, and; to not create additional registration accounts for the purpose of abusing the functionality of the Site, or other users, or to seek to pass yourself off as another User. If you think someone else has obtained your account details, please let us know immediately and we will close your account as quickly as possible. You will be responsible to the Company and to others for all activity that occurs under your online account. You agree to provide only true, accurate and complete information to us and/or the Site. Any personal information provided by Users will be treated with appropriate care and security in accordance with our Privacy Policy.

### **3. COURSES and ADMISSION**

Details of each Course and all information and application forms for registration are as detailed on the Site. All applications for Courses are subject to the Company's [Admissions Policy](#) and compliance with this Agreement. We may change or withdraw any application or offer, without liability to you, if your application contains inaccurate information or omits any required or relevant information. The Company reserves the right to change the dates, times, prices, contents and/or instructors of any Course(s) at any time without notice. Please inform us with as much advance notice as possible of any special physical or medical requirements you may have and the Company shall to accommodate as far as practicable in each case. Please note that, subject to the Admissions Policy, the Courses are available to students from or located in any country, provided that international students shall be solely responsible for all aspects and costs of online access and must have the legal right to enter and study in the UK to attend any In-Person Event that may be offered (and any enrolled international student undertakes to keep the Company informed of and updated on his/her UK visa status).

### **4. STUDENT COURSEWORK**

By accepting admission offer for a Course, you agree to fulfil all academic requirements of the applicable Course(s) to the best of your ability, to read and comply with the terms of this Agreement and all Company rules and policies (including without limitation, the Company's [Induction and Enrolment Policy](#), [Registration and Certification Policy](#), [Student Code of Conduct](#), [Student Engagement Policy](#) and [Fitness to Study Policy](#)).

### **5. FEES**

Deposit Fees are non-refundable and full payment for your Course, if not received with the Deposit Fee, must be received at least seven (7) days prior to your Course start date. If any payment from you is not received by the due date, the Company may cancel your Course or suspend you until full payment is received. The terms herein relating to fees do not apply to students on Company-related full scholarships.

### **6. ONLINE ACCESS**

The Courses are delivered online via the Site and relevant links for such online access shall be sent to you by email before the scheduled start of the applicable Course. You must ensure that you have suitable equipment (preferably a desktop or laptop rather than a phone) and adequate internet access in good time before the start of the Course.

## **7. IN-PERSON EVENTS**

From time to time, certain in-person sessions, workshops and experiences may be offered to students enrolled on applicable Courses. Attendance is not mandatory and shall have no effect on your academic assessment but students are encouraged to accept such opportunities to the extent practicably possible. Please note that, whilst the Company will endeavour to offer such in-person events in students' local areas or regions as and when possible, the Company cannot provide any travel or accommodation or payments or refunds in relation thereto.

## **8. ABSENCE, CANCELLATION AND REFUNDS**

Absence from a scheduled Course session (or number of sessions) will not give rise to any right of re-scheduling or refund. If you are unable to attend a session for any reason, you must notify us (at least 24 hours in advance) and we will use reasonable efforts to provide you with some or all of the relevant Course materials and information. You have the right to cancel any booked Course for a full refund within fourteen (14) days after the date of your accepted application provided that provision of our service has not yet started. To cancel a Course, written notice of the cancellation must be received by the Company at least seven (7) days before the Course start date and must be sent by email to [admissions@thewrd.group](mailto:admissions@thewrd.group) with confirmation requested and received). Full Course fees will be payable if cancellation is received with fewer than 7 days' notice. If a Course is postponed by written notice from the Company, the original start date will still apply to any cancellation. No cancellation of any specific date(s) will be accepted other than of a full Course on at least 7 days' notice. Deposit fees are non-refundable. In the event of dropping or leaving a course for any reason, the student will not be entitled to any refund or part refund (and will be liable for any balance of course not yet received, even if obtained via a funding body).

## **9. YOUR CONDUCT**

The Company may suspend or expel any student whose behaviour, conduct or attitude is deemed by the Company (in our sole discretion) to be unacceptable. In such cases, full fees will remain payable in full (or in some cases to the date of suspension or expulsion).

## 10. YOUR USE OF COMPANY CONTENT

Your use of the Site and/or content contained within the Site (“**Content**”) is entirely at your own risk. Please note, whilst we endeavour to provide accurate and up-to-date information, the Content may not be wholly accurate or up-to-date, complete or free of defects, and is subject to change, often at very short notice. All Content is provided without any representations or warranties of any kind (implied or express) to the fullest extent permitted by applicable law. The Company, unless otherwise stated herein, owns or controls all relevant intellectual property rights in the Site and the Content. You may not publish, distribute, extract, re-utilise, or reproduce any part of the Site or Content in any form (including storing it in any medium) other than as expressly allowed herein or as permitted on the Site or under UK or local law. The Site and the Content are for your personal, non-commercial use only, and are not for re-distribution, transfer, assignment or sublicense. The Site displays and/or refers to links to other websites from time to time. The Company: (i) does not endorse or take responsibility for the content of such websites, (ii) is not responsible for the availability of such websites; and (ii) will not be liable in any way for any loss or damage which you may suffer by using such websites. If you decide to access linked websites, you do so at your own risk.

## 11. TERMINATION

The Company has the right to suspend or terminate (without refund) any Course booking or this Agreement in its entirety if the Company believes you may have breached any term of this Agreement or the Company rules or any requirement specific to your chosen Course.

## 12. LIMITATION OF LIABILITY

The Company’s aggregate liability to you in relation to the Courses shall not exceed the total amount you have actually paid for such Course(s). The Company shall not be liable to you in contract, tort or otherwise for any indirect or consequential loss arising hereunder or in connection with the Courses. Nothing in this Agreement shall operate to limit or exclude liability for death or personal injury caused by negligence.

### 13. FORCE MAJEURE

“**Force Majeure Event**” means any event beyond the reasonable control of the Company including without limitation epidemic or pandemic, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, including governmental visa status, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. The Company not be liable hereunder as a result of any delay or failure to perform its obligations as a result of a Force Majeure Event. If the Force Majeure Event prevents the Company from operating a Course for more than two (2) weeks, the Company may, without limiting its other rights or remedies, terminate any Course or this Agreement by written notice.

### 14. COMPLAINTS

If you have any complaint about the Site, any Course or this Agreement, please contact the Company at [support@thewrd.group](mailto:support@thewrd.group). If you remain unhappy with any such outcome, please put your complaint in writing to the Company Directors at the above address.

### 15. VARIATION

This Agreement may be varied from time to time by posting new terms on the Site, and any such amendment will be applicable to you and all students from the date and time such revised terms have been posted on the Site. Your continued use of the Site constitutes agreement with and acceptance of any such amendment or other changes. We constantly experiment and innovate with the Site in order to provide a better experience for students and you hereby acknowledge and agree that the form and nature of the Site may change from time to time without prior notice to you.

### 16. GENERAL

This Agreement is personal to you and you may not transfer any of your rights or obligations hereunder to any another person. If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected. A person who is not a party to this Agreement shall not have any rights under or in connection with it. This Agreement shall be governed by English law and the courts of London, England shall have

exclusive jurisdiction over any claim, dispute or difference which may arise out of this Agreement.