

TERMS AND CONDITIONS
POSTGRADUATE DIPLOMA

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1. Payment method

Registration and course payments can be made by bank transfer, cheque, credit card or debit card.

Cheques should be made payable to Glasgow Dental Academy Ltd.

2. Enrolment and registration fee.

A registration fee is required for you to enrol on Postgraduate Diploma.

3. Payment of the course fees

The Course Fee includes a light lunch and refreshments throughout each Course Day. If you have any specific dietary requirements, we will always try our best to accommodate them.

We will not be liable for any of your accommodation and travel costs to attend the courses.

You will not receive extra charges for consumables used by you during the training course, Printed materials, or hard digital copies of course materials.

If you are eligible to receive any sponsorship or funding, you are responsible for arranging this.

We can provide proof of attendance at a course if required but you are still required to pay the Course Fees to Glasgow Dental Academy Ltd. whether sponsorship or funding has been received or not.

If you are paying through the monthly finance plan, we generate a monthly invoice for payment of the balance of your course fees (Course fee minus Registration fee). We ask you to pay each month prior to you attending the next Course Day. If for any reason payment is not made by the due date, payment of the Course fees for that month will become due immediately and must be received in advance of attendance on the actual Course date. In the event that any Monthly Payment Amount is outstanding for more than seven (7) days, we may (without prejudice to any other rights or remedies we may have) do all or any of the following: (a) charge a late payment fee of £200 to cover the administration costs incurred as a result of each and every missed, declined, cancelled or late payments (b) charge interest on such sum from the due date for payment at the annual rate of 10% until payment is made, whether before or after judgment. (c) suspend the provision of the remaining Course Days to you until payment is received, in which case, the Course Fees will continue to be due for those Course Days you miss because of the suspension; (d) cease to provide the remaining Course Days to you and terminate our contract with you; (e) not issue a certificate for any participation in the Course.

Cancellation Policy

Demand for our Courses is high and we provide quality Courses by limiting the number of delegates on each intake. In fairness to other delegates who want to be able to join our Courses

we operate a cancellation charge policy. If you cancel before the Course starts fees will be chargeable as set out in the table below

Weeks Prior to Course Start Date	Cancellation Charge as % of Total Course Fees
Between end of “cooling off period” and > 12 weeks	Charge 30% of Total Course Fees
< 12 weeks > 8 Weeks	Charge 60% of Total Course Fees
< 8 weeks > 4 weeks	Charge 70% of Total Course Fees
< 4 weeks	Charge 100% of Total Course Fees

“Cooling-off Period” means you may cancel your booking up to 7 days (“cooling-off period”) after the date upon which you return the application form or pay your registration fee (whichever is earliest) provided that no Course Days/ webinar of your chosen Course have been delivered during this period. If you cancel during the cooling-off period and no Course Days/ webinar have been delivered, you will receive a full refund of your Registration Fee together with any other amounts which you have paid to us in respect of fees. Refunds will be paid within 14 working days. If a Course Day has been delivered during the cooling-off period, then your Registration Fee will not be refunded. Any refunds of fees paid after the cooling-off period will be dealt with in accordance with our cancellation policy. Following the cooling-off period, the cancellation policy below applies.

“Total Course Fees” means the total amount paid and due to be paid by you in respect of Course Fees (less the Registration Fee which is non-refundable after the cooling-off period). Cancellation of your contract with us will not have the effect of cancelling any contract which you have entered into with a lender in relation to the payment of your Course fees

4. Refund Policy

Refunds of Course Fees for the Post Graduate Diploma will not be given if you cancel or are unable to attend the Course once you have enrolled on the Course. You will remain responsible for payment of the Total Course Fees and for the repayment of any amounts which you have borrowed to pay the Total Course Fees.

If you provide a suitable replacement who is prepared to take over your obligations to us on the Post Graduate Diploma, we will refund any Course Fees paid by you in advance. If you are unable to provide a replacement for your attendance on the Course, the cancellation policy at section (Cancellation Policy) will be enforced. Once your Course has started, refunds of Course Fees will not be given if you cancel or are unable to attend one or more of the Course Days.

5. Copyright

Glasgow Dental Academy Ltd is the owner(s) or licensee(s) of the copyright, trademarks, and all other intellectual property rights in the content of the presentations, support literature and any other materials or documents provided in connection with the Courses ('Course Materials') and expressly reserve all rights in the same. In consideration of receipt by us of the Course Fees, we grant to you a nonexclusive, non-transferable licence (i.e., not to be used by, or transferred to, another person) for you to use the Course Materials for the sole purpose of research or study or for your professional training and development. In the event you are required to use any software on a Training Course, it is your responsibility to obtain and comply with any applicable licence for your use of such software (apart from ones specifically provided by us to you via Athens database). Any use of the Course Materials other than for research or study or your professional training and development requires our prior written permission. Unless we state otherwise, the copying, reproduction and/or use of the content of the Course Materials or any extracts thereof is strictly prohibited. You are not permitted to share any of the Course Materials with a third party or present any of the Course Materials or part thereof as your own or use the same for any public or promotional use.

6. Events outside of our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control ('Force Majeure Event').

A Force Majeure Event includes any act, event, non-occurrence, omission, or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- strikes, lockouts or other industrial action; or
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (Whether declared or not) or threat or preparation for war; or
- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other extreme weather conditions or forecasts thereof, or other natural disasters; or
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- impossibility of the use of public or private Telecomms. networks.; or
- death, incapacity, or illness of any member of the faculty involved in delivering one or

more Course Day.

If we are unable to provide a Course Day by reason of a Force Majeure Event, we will use reasonable endeavours to re-arrange the relevant Course Day, if possible and feasible, and where we incur additional costs because of re-arranging the Course Day, we reserve the right to increase the cost of the relevant Course Day.

7. Notices

All notices sent by you to us must be sent to Glasgow Dental Academy Limited, 74 - 76 St John's Road, Edinburgh, EH12 8AT, Registered Number SC583310, Tel. 00447901740382.

We may give notice to you at the e-mail, phone number or postal address you provide to us in the application form. Notice will be deemed received and properly served 24 hours after an e-mail or SMS is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail or SMS, that the e-mail or SMS was sent to the specified e-mail address or mobile number of the addressee.

8. Assignment

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent. We can sub-contract, transfer or assign all or any of our rights and obligations under these Terms to another suitable organisation, but, this will not affect your rights under these Terms.

9. General

By submitting a booking to us, by whatever means, you are acknowledging that you authorise this expenditure, therefore we reserve the right to pursue payment for your booking 7 days after it was taken. If any of these Terms are determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining Terms which will continue to be valid to the fullest extent permitted by law. We have the right to revise and amend these Terms from time to time and any changes will be posted to our website. If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver, and we tell you so in writing.

A person who is not party to these Terms shall not have any rights under or in connection with them.

These Terms will be governed by the laws of Scotland. Any dispute arising in connection with the same (including non-contractual disputes and claims) shall be subject to the non-exclusive jurisdiction of the courts of Scotland.

10. Failure to pass the diploma requirements

According to the student's handbook, you are allowed to sit the exam twice, if you failed to pass the exams, then you will be asked to leave the course, no payment will be refunded, and you will be provided with a certificate of attendance for the days you attended only.