



CREC Website Transactions Terms and Conditions

All conference, events and course bookings and financial transactions through this website are administered by Amber Publications & Training Ltd (hereafter referred to as APT) on behalf of Centre for Research in Early Childhood (CREC).

Purchasing good and services: When you purchase goods or services from this website, you acknowledge that you have read and accepted our terms and conditions, as shown below.

It is very much in your best interest to read these terms in order that you are fully aware of the conditions under which you purchase. Should you have any questions or concerns, please contact us by email: enquiries@crec.co.uk.

Standard Terms and Conditions: These terms and conditions apply to all online transactions made to APT. Please refer to Sections II and/or III below when purchasing Goods and Services online from APT. When booking a place on a Conference or Event please see Section IV below.

APT may change these terms from time to time without notice. Changes will apply to any subsequent transactions with APT.

These terms will be governed by and construed in accordance with English Law.

Nothing in these Conditions excludes or limits the liability of APT for death or personal injury caused by the APT's negligence, or for fraudulent misrepresentation. Subject to the preceding sentence, Condition 11 constitutes the entire financial liability of the APT (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- (i) any breach of these Conditions; and
- (ii) any representation, statement or negligent act or omission, including negligence arising under or in connection with the contract.

The acknowledgement of the order and these Conditions together constitute the entire agreement between the parties relating to the contract.

Each right or remedy of APT under the contract is without prejudice to any other right or remedy of APT whether under the contract or not.

The contract will be governed by and construed in accordance with English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with the contract.

Section I

Payments: Please read these terms carefully before using the online booking facility. Using the online booking facility on this website indicates that you accept these terms. If you do not accept these terms do not use this facility. All bookings and subsequent payments are subject to the following conditions.

1. We cannot accept liability for a payment not reaching the correct account due to you quoting an incorrect account number or incorrect personal details.
2. Neither can we accept liability if payment is refused or declined by the credit/debit card supplier for any reason.
3. If the card supplier declines payment, APT is under no obligation to bring this fact to your attention. You should check with your supplier that payment has been deducted from your account.
4. The data that you provide during this transaction will only be used for the purpose of recording your payment. We shall abide by the principles of the Data Protection Act 2018 and GDPR, and ensure that the data is used for no other purposes and is disclosed to no third party, except in respect of data that it is necessary to provide to APT's e-commerce providers PayPal and Stripe, and APT's e-commerce provider will retain some personal information so that we can access payment records in the event of queries or incomplete payment information. Any credit/debit card details given by you will not be retained in their entirety. Information will only be retained for a reasonable period and then destroyed.
5. In no event will APT be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.
6. Refunds, if applicable, will only be made to the credit/debit card used for the original transaction.

Your payment will normally reach the APT account to which you are making a payment, the following working day. However, time should be allowed for processing transactions.

7. If you request an invoice online, please note
 - (i) all fees are shown excluding VAT, which is added and itemised on the invoice, if applicable.
 - (ii) please do not issue payment before receiving your invoice.
 - (iii) payment is due within 30 days of the invoice date.

Section II

Sale of Goods

1. In these Conditions, the Delivery Address means the address specified in the personal details you, the Buyer, have supplied.
2. The contract will be subject to these Conditions of Sale, to the exclusion of all other terms and conditions.
3. Any date specified by APT for delivery/collection of the Goods is intended to be an estimate, and delivery will be within a reasonable time.
4. If for any reason the Buyer will not accept delivery of the Goods when APT notifies the Buyer that they are ready for delivery (the time of delivery/collection), or APT is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions or the Buyer has not collected the goods from the Collection Point:
 - (i) risk in the Goods will pass to the Buyer
 - (ii) the Goods will be deemed to have been delivered; and

- (iii) APT may store the Goods until delivery/collection, where upon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).
5. The Goods are at the risk of the Buyer from the time of delivery/collection. Ownership of the Goods will not pass to the Buyer until APT has received cleared payment in full in respect of the Goods.
6. Unless otherwise agreed by APT in writing, the price for the Goods will be the price as displayed on the APT website. That price is subject to the addition of all costs or charges in relation to postage, carriage and insurance, where applicable, and payment must be received in advance in all transactions.
7. The Buyer will make all payments due, in advance, under the contract of sale, without any deduction.
8. APT confirms that (subject to the other provisions of these Conditions) upon delivery the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1979. APT will not be liable for a breach of this Condition unless:
- (i) the Buyer gives written notice of the defect to APT, and (if the defect is as a result of damage in transit) to the carrier, within fourteen (14) days after the time when the Buyer discovers or ought to have discovered the defect; and
 - (ii) APT is given a reasonable opportunity after receiving the notice to examine the Goods, and the Buyer (if asked to do so by APT) returns the Goods to APT, at the Buyer's cost, for the examination to take place there.
9. APT will not be liable for a breach of Condition 8 if:
- (i) the Buyer makes any further use of the Goods after giving notice; or
 - (ii) the defect arises because the Buyer failed to follow APT's instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 - (iii) the Buyer alters or repairs the Goods without the consent of APT.
10. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract.
11. Subject to Condition 10:
- (i) APT's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of the contract will be limited to the price of the Goods; and
 - (ii) APT will not be liable to the Buyer for loss of profit, loss of business or depletion of goodwill nor for any indirect or consequential liability, loss or damage which arises out of or in connection with the contract.
12. APT reserves the right to defer the date of delivery / collection or to cancel the contract in the case of any strike, lockout, disorder, fire, explosion, accident or stoppage of or affecting the APT's business or work which is beyond its reasonable control and which prevents or hinders the delivery of the Goods.

Section III

Sale of Services (Conferences, CPD Events, one-off Training days & Consultancy)

1. Unless otherwise agreed by APT in writing, the price for the Services will be the price as displayed on the APT Website. That price is subject to the addition of all taxes costs or charges in relation to provision of the Services, where applicable, and payment must be received in advance in all transactions.
2. The Buyer will make all payments due, in advance, under the contract of sale, without any deduction.
3. Payment is due in full upon completion and return of the booking form. Due to limited space we advise early booking and payment to avoid disappointment. Your registration will not be confirmed until payment is received. Admission to any event held at CREC will be refused if payment has not been received.
4. Cancellation & Refunds. Please see Section V

Section IV

Sale of Services (Academic programmes of study)

1. Unless otherwise agreed by APT in writing, the price for the Services will be the price as displayed on the APT Website. That price is subject to the addition of all taxes costs or charges in relation to provision of the Services, where applicable, and payment must be received in advance in all transactions.
2. The Buyer will make all payments due, in advance, under the contract of sale, without any deduction, following written formal acceptance on to the programme of study.
3. An initial deposit of £100 will be invoiced at the point when a place on the course is offered by CREC. Acceptance onto the course is dependent on payment of this deposit.
4. On receipt of the deposit, and thereby accepting a place on the academic programme, an invoice for the balance of fees will be issued. At this stage a payment plan may be requested if a student is self-financing. Where a payment plan is not agreed then payment is required within 30 days.

Section V

Cancellations & Refunds (Conferences, CPD Events, one-off Training days & Consultancy)

1. **Cancellation of a Conference or Event by APT:** APT reserves the right to cancel a Conference or Event at its sole discretion. In the event of such a cancellation APT will refund the value of the booking or any ticket sold upon proof of purchase. APT expressly excludes any liability for any direct or indirect losses or damages howsoever arising as a result of such cancellation and will not, for example, be responsible for any travel or accommodation costs incurred. In the event of cancellation, APT will use reasonable endeavours to publicise the cancellation and, if applicable and appropriate, details will be posted on the website associated with the Conference or Event. Attendees are responsible for checking this information prior to the Conference or Event.
2. **Cancellation by individuals or groups:** Cancellation of attendance by individuals or groups, must be given in writing and received by the organiser (via email: enquiries@crec.co.uk) at least 5 working days prior to the event in order to receive a refund. Those who fail to attend or cancel their attendance within 5 working days of the events, for whatever reason, will not receive a refund.

Otherwise, please note the following cancellation with refund conditions:

(i) Within 14 days of booking place

- Full refund will be issued.

(ii) After 14 days of booking place

- Refund minus 15% handling charges for registration

Please note all refunds are processed post-event.

3. For cancellations and refunds relating to academic programmes of study please see **section VI**

Section VI

Cancellations & Refunds (Academic programmes)

1. **Introduction** - This section sets out how the CREC calculates refunds and reductions to fees for students who have enrolled on an academic course or programme of study.
2. **Tuition Fee Refunds and Charges** - You should tell your Programme Lead as soon as possible and before the start of term if applicable/possible, if you wish to claim a reduction or cancellation of tuition fees, or a refund of payments for the following reasons:
 - Leaving the course without completing the full study programme
 - Not starting or attempting the course or programme
 - Temporary withdrawal
 - Returning from a temporary withdrawal
 - Withdrawing from your course
 - Transferring to another programme within CREC

CREC will tell you if you are eligible for a refund and calculate your refund or your continuing fees.

There may be cases where circumstances are beyond your control; these are known as 'extenuating circumstances'. If you believe you have extenuating circumstances, your request in writing together with any supporting documentation needs to be sent to the Programme Manager for consideration. Any such decision is wholly at CREC's discretion. For details of CREC's charges, please refer to Appendix A.

3. **A refund will be due** if an applicant cancels their place within the 14 day cooling off period pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which is normally applicable following acceptance of the offer and again following enrolment. Unless the course has already started (see below), any tuition fees and deposits already paid will be returned in full.
4. Where the course has already started prior to the student cancelling within the 14 day cooling off period referred to above, CREC will provide a refund but the student will be liable to pay a proportion of the tuition fees on a pro rata basis to cover the period from the start of the course to the date of cancellation which will be deducted from the refund provided.
5. Where a student withdraws from a course and it is outside the above 14 day cooling off period then the amount of refund will depend on the point at which the withdrawal is recorded on the students account (see refund categories below).
6. A full refund is given if CREC cancels the chosen course of study and cannot offer a suitable alternative.

7. Where exceptional circumstances apply which as a matter of fairness, require CREC to refund all or part of the tuition fees paid.
8. As set out above, the CREC will refund the tuition fee deposit where an applicant cancels within the 14 day cooling off period. CREC will also refund an applicant's tuition fee deposit where the reason for not taking up the accepted place on the CREC programme is deemed by CREC in its absolute discretion to be genuine and outside of the applicant's control, such as in the following circumstances:
 - (i) For International students where a student visa application is rejected in writing by the Embassy/High Commission, subject to the provisions relating to fraudulent applications below. Should a visa application be rejected, the CREC requires the applicant to provide:
 - A request in writing for a refund
 - A copy of the full Visa Rejection Notification from the High Commission
 - (ii) Where the applicant fails to meet the CREC's academic entry requirements
 - (iii) Where there are exceptional circumstances beyond the applicant's control such as illness or death of an immediate member of family. An application for this type of refund must be supported by Certified Documents such as a Doctor's certificate and / or relevant documents verifying the situation. Decisions regarding exceptional circumstance refunds are at the discretion of the Programme Manager
 - (iv) In the event of a default by the CREC due to the following circumstances:
 - when the CREC does not offer a course on the advertised start date
 - when the CREC terminates a course after the course start date and before the course completion date
 - when the CREC does not provide a course as advertised, due to circumstances beyond its control
9. In order to protect the interests of genuine students and the CREC, refunds **will not** be given in the following circumstances:
 - (i) **For International students, once the applicant/student has arrived in the UK or after the commencement date of the course**, save as where the CREC considers in its absolute discretion for exceptional circumstances to be applicable.
 - (ii) For International students, if the UKVI has cancelled a visa as a result of a **breach of visa conditions**, or if a visa application is refused by the UKVI because the UKVI concluded that the application was made using **falsified documents**.
 - (iii) Similarly, for International students where the UKVI or the CREC has determined that **fraudulent documents are used or submitted** at any other stage of the process including at the time of application or enrolment.
10. In line with its obligations under UK Money Laundering legislation CREC is unable to make any refunds in cash. The CREC also reserves the right to refuse or reject any financial transaction where the CREC are unable to identify or trace the origin of the payment made.
11. Please note that if the CREC needs to make a refund the CREC will return funds to the person or organisation that originally made the payment. This means that student fees paid by sponsors, parents or any other individual (apart from the student) cannot be refunded to the student. Unless there are exceptional circumstances.

12. Where a student has withdrawn before the period of study is completed, all tuition fee refunds are calculated on the gross tuition fee (i.e. the published fee) rather than the fee after a fee waiver, reduction or discount has been applied to a student's account.
13. Refunds will be processed within 30 days of receiving the request.
14. CREC will confirm if you are eligible for a refund and calculate your refund based on when you withdraw from the course during the academic year. The actual start dates for studies will vary across CREC depending on the length and teaching programme in line with the academic calendar for the course or programme. The Programme Lead delivering the study programme will confirm the term dates and the level of tuition fees applicable. These details can be found on the individual course pages on our website at <https://www.crec.co.uk/MA-in-education>.
15. CREC will consider refunds against the following fees liability weighting (this is weighted to reflect academic enrolment and face-to-face delivery costs).

Table 1

	Term one 1 st September	Term two 1 st January	Term three 1 st April
Amount of tuition fees	50% fees liability	+30% (80%) of fee to pay	+20% (100%) of fees to pay

This tuition fee charge rule applies to you if you pay your tuition fees in any of the following ways:

- If you are Self-funding paying directly or via a parent or guardian to the CREC.
 - If you are a Sponsored student funded by an employer or third party organisation. A sponsor is a company, government body, employer, charitable or third party non-domestic organisation; a relative, individual or friend is **not** deemed an official sponsor.
16. **Returning from a temporary withdrawal from study** - If you are temporally withdrawing from your studies you may still be entitled to a credit or a refund but the credit or refund will remain on your account until you return. So if you are returning from a temporary withdrawal to continue the remaining year of your course or programme within the same academic or a subsequent academic year the retained balance of monies paid will be reapplied to any outstanding balance of fees charged on your return. The fees charged will be those fees that are applicable when you return.
 17. If you return and re-take any study previously delivered, or repeat any aspects of the course or programme already undertaken, CREC reserves the right to re-charge any elements already delivered that you choose to re-take or need to re-take in order to complete the course. This may result in an increase to overall cost of the original course or programme, if repeat study is necessary for course completion or revision purposes.
 18. **Transferring within CREC** - If you transfer during the academic year CREC will charge you in line with the terms & conditions set out in this document, as applicable depending on the

- student and study type. CREC will calculate charges for the amount due based on the time spent on each course and when the transfer takes place.
19. **Money Laundering Regulations** - CREC will follow the recommendations and guidance provided in the Money Laundering Regulations and will notify the Serious Organised Crime Agency (SOCA) if the CREC suspects any suspicious activities or fraudulent transactions.
 20. **Students or Customers in debt to the CREC** - CREC reserves the right to deduct overdue fees or charges which you have not paid from any refund due to you. Where this is the case CREC will use the refund to pay the oldest unpaid debts first.
 21. **Minimum Refund Value** - The CREC will not normally consider refunds for values of less than £10.00 as the cost of processing a refund.
 22. **Method of Refund** - CREC will process refunds via the original source of payment (excluding cash transactions) in line with Money Laundering Regulations. If this is not possible or if you originally paid in cash, our preferred method of issuing refunds is via BACS. In exceptional circumstances CREC may consider alternative refund methods (for example CHAPS or SWIFT payments). CREC will take off any reasonable administration or handling charges incurred by us, from the refund due. If you paid via debit or credit cards, online to CREC's bank, via an online payment provider, or by bank transfer CREC will refund you using the original method and to the original source.
 23. **Refund Currency** - CREC issue refunds in GBP £ Sterling but will consider requests for payment of refunds in other currencies but cannot guarantee this. If CREC incurs any administration charges the CREC will deduct these from the refund due. CREC accepts no responsibility for any shortfall of refunds made that are caused by currency fluctuations or charges applied by the beneficiary's bank account. Students are encouraged to make their own enquiries in this regard prior to requesting the refund.
 24. **Refunds Over £3000** - If the refund for an individual is £3000 or higher, CREC may need you to complete a signed authorisation / request form before CREC issue the refund. CREC may also require a form of personal identification and an address identification. For example a driving licence, a passport or a bank account statement.
 25. **International Student Refunds** - In line with UK Visas and Immigration regulations, if you are an international student CREC may need you to provide proof of your return flight tickets if you withdraw from a course. If CREC needs this proof, CREC will refund you when CREC validates this documentation.
 26. **Collecting refunds in person** - No refunds will be made in person.

Section VII

Additional information relating to Academic programmes

1. CREC takes its contractual relationship with its students seriously and is committed to doing everything in its power to enable continuation of study as set out in our Student Protection plan.
2. In exceptional situations where CREC is not able to provide continuation of study because of a rare event that has triggered the Student Protection Plan for some or all students, the following information covers refunds and compensation arrangements. This Policy should be read in conjunction with the Student Protection Plan and the terms and conditions of the Student Contract for the appropriate year.
3. The Student Protection Plan provides examples of rare events, such as flood or fire, giving rise to circumstances in which CREC has to close a course and is unable to teach out existing students. It may also include circumstances where CREC: loses the right to teach out an accredited course; loses its ability to deliver a validated or franchised course;

4. This Refund and Compensation Policy for Course Closure is applicable when the Student Protection Plan is triggered and applies to:
 - students in receipt of tuition fees loan from the student loans company;
 - students who pay their own tuition fees; and
 - students whose tuition fees are paid by a sponsor.
5. This policy does not apply to planned course closures with teach out of existing students which do not trigger the Student Protection Plan. In the case of planned Course closures CREC will make plans to teach out the course. Student concerns and complaints about planned course closures fall outside of the scope of this policy and are covered by our existing Student Concerns and Complaints Procedure (which includes refunds and/or compensation where appropriate) with ultimate recourse to the Office of the Independent Adjudicator.
6. In cases where the Student Protection Plan is triggered, following an incident such as a fire, we commit to exploring options to relocate to suitable alternative premises nearby. Where we are unable to provide continuation of study we will consult with students and discuss measures to mitigate the course closure by transferring students to another University to enable course completion. Please note that it may not be possible to consult students in advance in all cases, for example, in emergency situations.
7. In the case of course closure and permanent transfer to another provider, the University will refund any fees for periods of study that are not recognised by your new provider and will provide compensation for reasonably incurred additional costs such as maintenance or travel costs that you cannot reasonably avoid. As each situation and students' individual circumstances will be different, it is not possible to specify in advance what compensation would be appropriate, but the CREC's intention is that as long as additional costs are reasonable and you act in a reasonable manner to minimise your losses, we will seek to ensure that you are not out of pocket as a result of the transfer. This includes the transfer of any Scholarship (or equivalent amount where transfer is not permitted by an external funder) where eligibility criteria continue to be met.
8. In the case of course closure where CREC is unable to make alternative teaching arrangements to enable continuation of study at Birmingham City University, or with another provider, CREC will refund tuition fees (or a proportion of tuition fees where an intermediate award is made). CREC will also refund any appropriate losses directly incurred by students, such as the cost of a visa, accommodation, and maintenance costs. In cases where we are unable to continue the course or transfer a student to another provider, exceptionally, CREC may also make a payment for inconvenience or lost time.

Contact us:

Enquiries should be directed to enquiries@crec.co.uk or +44 0121 464 0020.

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Appendix A: Credit and Charging Matrix Tuition Fees 2019/20

Category	Student and Fee Type	Attendance Mode	Course or Module	Self-Funded	SLC Funded	Sponsor	Credit and Charging Policy – Applied based on when Withdrawal / Interruption / Transfer Date occurs:
14 day cooling off period	All Students All fee types	ALL	Course	•	•	•	If withdrawal takes place within first 14 days No fees chargeable.
Postgraduate Professional Level	Home students and fees	Full Time Part Time	Course	•		•	Withdrawal requested after start of: <ul style="list-style-type: none"> • Term 1 - 50% charged 50% credited • Term 2 – 80% charged 20% credited • Term 3 – 100% charged zero credited
Extenuating Circumstances	ALL	ALL	•	•	•	•	The option to override all of the above based on extenuating circumstances,

							proposed by faculty, approved by Accounts Receivable Manager
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