



Accountancy Training Centre

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TERMS AND CONDITIONS

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Document Abstract

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This Document sets out the Terms and Conditions that govern the Agreement between Accountancy Training Centre (ATC) and its clients for all aspects of services provided.

1. INTRODUCTION

1.1. These Terms and Conditions give effect to a legally binding agreement between you (the student) and us (the Institution) and will remain in effect until the respective Course registered for is completed or the Agreement is terminated by either party in accordance with the terms herein.

1.2. Definition of terms

The capitalised words in this Terms and Conditions shall have, for the purposes of this document, the meanings as set out in the table below:

Agreement	The sum total of all the clauses contained herein, your selection of Course(s), and full payment for those Course(s)
Course	Tuition period for a particular subject of study provided at specific days and times every week.
Course Fees	The sum of money charged by the Institution for a specific Course
Course Materials	Printed or electronic materials related to specific Courses to aid in the teaching/learning process.
Fee Structure	A systematic listing of all Courses and other services and their respective fees.
Initial Registration	Submitting your personal details and selecting specific Courses you are interested in joining.
Institution	Accountancy Training Centre (ATC)
Lecture Sequence	The plan of which topics will be taught when in the delivery of the Course.
Official Receipt	A receipt issued for monies collected by the Institution bearing all the necessary information regarding the payment along with the required revenue stamps and the Institution's official payment stamp.
Registration	Submitting your personal details, selecting specific Courses you will be joining, signing the Terms and Conditions and making full payment for all Courses selected.
Terms and Conditions	All clauses contained in this document

1.3. In addition to this Terms and Conditions, the Institution has other rules, regulations and policies that are in effect and will apply to you upon full Registration for any Course. These documents can be found on the Institution's website and you are required to familiarise yourself with them.

1.4. If you are unclear about any aspect of this Terms and Conditions you should inform the Institution and obtain clarification before agreeing to it.

2. INITIAL REGISTRATION

2.1. You can do an Initial Registration for any Course of your choice that you are eligible for by completing the Registration Form.

2.2. Your Initial Registration is your expression to the Institution of being formally interested in taking a particular Course being offered and is not a formal agreement.

2.3. Your eligibility for the Course of your choice will be evaluated here and you will be advised within three (3) working days if you are ineligible.

2.4. Initial Registration will allow you to be updated of any changes to the Course prior to its commencement.

2.5. However, it does not guarantee you a place in that particular Course unless you complete the Registration process by making all necessary payments as detailed in clause 7. below.

3. REGISTRATION

3.1. Registration must be completed at least five (5) working days before the scheduled commencement of the Course by filling out the requisite forms and making full payment for the Course(s) of your choice.

3.2. Your eligibility for the Course of your choice will be evaluated and you will be advised within three (3) working days if you are ineligible.

- 3.3. You will only be fully registered if you have made FULL payment for the Course(s), you are eligible for the Course(s) and agreed to these Terms and Conditions.
- 3.4. If you did an Initial Registration, you will only need to make the full payment for the selected Course(s) and agree to these Terms and Conditions.
- 3.5. Payment of your Course Fees must be done in accordance with the Fee Payment and Methods of Payment clause at 7. below.
- 3.6. After completing the Registration for any Course, you will be provided the Course Materials on or before the commencement of the Course.
- 3.7. Registering for Courses that have already started:
- 3.7.1. You are also free to register and join a Course that has already started, provided that you can be accommodated.
 - 3.7.2. Even though the Institution does not advise students to pursue this option, you are free to do so being fully aware that your chosen Course has already started.
 - 3.7.3. This option is generally used by students who had previously commenced the Course and did not complete it; those who previously completed the Course and did not sit the examination or those who were not successful at their last attempt at the examination.
 - 3.7.4. You will be required to pay the full Course Fee and will receive all of the Course Materials.

4. CHANGES TO COURSES BEFORE COMMENCEMENT

- 4.1. Despite the Institution's efforts to ensure all of its Courses commence on time and run very smoothly, there may be some instances that require the Institution to make changes to some Courses before their commencement date.
- 4.2. You will be notified as soon as possible of any changes to Courses that you are fully registered for or have only done an Initial Registration for.

- 4.3. If you are fully registered for a particular Course and the changes are material enough so as to affect your ability to commence the Course the Institution will offer you another Course or the facility to take the Course at a later date.
- 4.4. If you are unable to accept any options offered at 4.3 above and would like your Course Fees refunded, you must make a formal request and your fees will be refunded in accordance with the Institution's Refund Policy in clause 12. below.

5. CHANGES TO COURSES AFTER COMMENCEMENT

- 5.1. Even though the Institution will make all effort to ensure all of its Courses progress without any changes to the proposed Lecture Sequence, there may be some changes that are unavoidable.
- 5.2. In circumstances where there is no material disadvantage to you, the Institution reserves the right to make changes to the Course where it is necessary.
- 5.3. Some of these changes may be necessary to improve the delivery of the Course; to be compliant with new legislation; to adopt new policy directives from Awarding Organisations and other similar changes.
- 5.4. Discontinuing a Course:
- 5.4.1. In the event a Course has to be discontinued by the Institution after it has commenced due to some circumstance beyond our control, you will be informed as soon as possible and an alternative Course maybe offered if it is practical.
- 5.4.2. However, if you do not want to take an alternative Course or restart the Course at a later date, then you will be refunded the Course Fee in full after returning all Course Materials given to you in accordance with the Institution's Refund Policy in clause 12. below.

6. TRANSFERRING BETWEEN COURSES

6.1. Transferring to a Course of the same subject Registered for:

- 6.1.1. You may transfer to another Course of the same subject, provided that the Course you want to be transferred to has available capacity to accommodate you.
- 6.1.2. You will be required to complete a Course Transfer form at the Institution's Front Desk.
- 6.1.3. The Course Materials provided to you initially will be applicable to this alternative Course.

6.2. Transferring to a Course of a different subject than that Registered for:

- 6.2.1. You may transfer to a Course of a different subject than which you Registered for before five (5) working days of the commencement of your original Course.
- 6.2.2. If you would like to transfer to a Course of a different subject after your original Course has started, you will have to return all Course Materials provided to you and pay an administrative fee of 5% of the new Course fee.
- 6.2.3. You will only be granted a transfer to the requested Course if it has capacity to accommodate you.
- 6.2.4. You will be required to complete a Course Transfer form at the Institution's Front Desk in any of instances outlined above.

7. OTHER SERVICES

7.1. The Institution also offers a number of other services to assist students with their commitments to the various Awarding Organisations and also facilitates the purchase of digital study texts.

7.2. In registering to do any Course with the Institution you are NOT obligated to use any of these services. These services are made available to students who find it convenient to have the Institution process all of their study related commitments.

- 7.3. These services are priced based on the actual cost charged by the Awarding Organisation or the Publisher which is converted at an average foreign exchange rate plus an administrative fee.
- 7.4. You are required to make full payment of the fee in effect for the service you would like to have in accordance with clause 7. below.
- 7.5. The Institution will post deadlines for the payment of the fees for specific services and it is your responsibility to observe those deadlines in order to access those services.
- 7.6. These services will not be available to any student beyond the deadlines mentioned in clause 6.5 above.
- 7.7. All monies paid by you in respect of an Awarding Organisation, Publisher or any other third party will be remitted to them within the time frame outlined in the periodic advisories the Institution will issue for such payments.
- 7.8. You will NOT be entitled to a refund, or any part thereof, of these fees after five (5) working days of making the payment or after the Institution's deadline for making the payment, whichever occurs first. This is in keeping with the Institution's refund Policy at clause 12. below.

8. FEE PAYMENT AND METHODS OF PAYMENT

- 8.1. You agree to pay all related Course Fees when you Register for any Course offered by the Institution based on its current Fee Structure.
- 8.2. The Course Fees charged by the Institution in respect of each of the Courses offered is for providing you with tuition and Course Materials in preparing you to sit a particular examination.
- 8.3. The Course Materials will be provided to you on or before the commencement of the respective Courses.
- 8.4. If there are any local taxes applicable to the fees charged it will be disclosed in the Fees Structure and administered according to the statute governing it.

8.5. The refund of any fee paid by you will be governed by the Institution's Refund Policy contained in clause 12. below.

8.6. All fees being paid to the Institution for any of its services must be paid in the following manner:

8.6.1. Cash

All cash payments must be made at the Front Desk of the Institution and you must receive an Official Receipt.

8.6.2. Manager's Cheque

Manager's cheques from any local bank payable to the Institution will be accepted at the Institution's Front Desk but may need verification before an Official Receipt is issued.

8.6.3. Employer's Cheque

A cheque made payable to the Institution by your employer is acceptable but will need verification with the drawer of the cheque before an Official Receipt is issued.

8.6.4. The Institution does not have any other location for receiving payments nor does it have any other representatives other than those at its Front Desk operations.

8.7. Part payments

8.7.1. The Institution will accept part payments for any of its service with the explicit understanding that there is no binding Agreement for any service to be provided.

8.7.2. Part payments will be held in your account until you have made full payment for a required service.

8.7.3. Part payments will be refunded within five (5) working days after being formally requested.

8.7.4. A 5% administrative fee will be deducted from all part payment refunds in keeping with the Institution's Refund Policy at clause 12. below.

9. PAYMENT OF FEES BY THIRD PARTY

- 9.1. The Institution will accept payment for your Course(s) from third parties with the explicit understanding that you and the Institution are the only parties to this Agreement.
- 9.2. The Institution's Official Receipt will reflect you as the payee.
- 9.3. Upon your request, the name of the third party may be indicated on the Official Receipt as a footnote.
- 9.4. The Institution will accept no contractual obligation to any third party and will not provide any information regarding you and your Course(s).

10. NON-PAYMENT OF FEES

- 10.1. If you do not pay the full Course Fees to the Institution you will not be registered for the Course and will not be given any Course Materials or allowed in the classroom.
- 10.2. Even if you have paid part of the Course Fees and have an outstanding balance, you will not be registered for the Course and will not be given Course Materials or allowed in the classroom.
- 10.3. No other service will be provided unless full payment is received before the deadlines posted.

11. PROGRAMME DELIVERY

- 11.1. The Institution commits to providing you with tuition and Course Materials for all of your Courses.
- 11.2. Your Courses will be conducted by qualified and competent lecturers based on a Lecture Sequence that will be provided at the commencement of each Course.

- 11.3. It is your responsibilities to attend all scheduled lectures and also any additional lectures that your lecturer may advise you of during the Course.
- 11.4. Any changes to lecture dates due to holidays, lecturer unavailability due to illness or other such circumstances will be communicated to you promptly.
- 11.5. The Institution may also provide you with supplementary materials during the Course if requested by your lecturer.
- 11.6. All Courses are quality checked by the respective Awarding Organisation to ensure you receive the highest possible quality of service.

12. YOUR RIGHT TO CANCEL

- 12.1. You have a right to withdraw from any Course you have registered for and this must be done formally by completing the Institution's Course Amendment Form.
- 12.2. The Institution may ask the reason for your withdrawal from a Course and this information will be held in confidence in accordance with our Privacy Policy at clause 15. below.
- 12.3. The Institution's Refund Policy at 12. below will determine any refund of Course Fees paid by you.

13. REFUND POLICY

- 13.1. The Institution's Refund Policy governs all aspect of the refund of fees/payments received by the Institution.
- 13.2. The Refund Policy regarding payments received by the Institution is addressed in three (3) main categories as follows:
- 13.2.1. Refund of Course Fees due to Course changes/cancellations by the Institution.
- 13.2.2. Refund of Course Fees due to changes requested by students.

13.2.3. Refund of fees for other services and part payments.

13.3. Refund due to Course changes/cancellations by the Institution:

13.3.1. If the Institution changes any material aspect of your selected Course(s) before the commencement of the said Course and you do not accept any proposed alternatives, you will be refunded in full.

13.3.2. If the Institution discontinues any of your Courses after they have commenced and you do not accept any proposed alternatives, you will be refunded in full.

13.3.3. In both Clause 12.3.1 and 12.3.2 you are required to make a formal request for a refund by completing a Course Amendment Form.

13.3.4. Your refund will be processed within ten (10) days of your formal request.

13.4. Refund due to changes requested by students:

13.4.1. If you formally request a refund before the deadline for the Registration for any Course, you will be granted a refund of the Course Fees after a deduction of 15% for administrative costs. Your refund will be processed within ten (10) days of your formal request.

13.4.2. No refund of Course fees paid will be granted after the deadline for Registration for any Course.

13.5. Refund of fees for other services and part payments:

13.5.1. Payments received for other services will be refunded if a formal request is made within five (5) working days after the payment is made.

13.5.2. A deduction of 5% will be made for refunds stated at 12.5.1 above and your refund will be processed within ten (10) working days after your formal request.

13.5.3.No refund of fees for other services will be granted after five (5) working days of making the payment or after the deadline for making said payment, whichever occurs first.

13.5.4.Formal request for refund of any part payment of Course Fees or fees for other services will be processed within ten (10) working days and an administrative fee of 5% will be deducted from said refund.

14. COMPLAINTS POLICY

14.1. You have the right to file a complaint with the Institution for any issue that you have a discontent or dissatisfaction with.

14.2. The Institution will accommodate and process any complaints you may in accordance with its Complaints Policy.

14.3. The Institution's Complaints Policy can be found [here](#) and it is your responsibility to familiarise yourself with it. A copy can also be obtained from the Institution's Front Desk.

15. DISCIPLINARY OFFENCES

15.1. It is an offence to provide false information in the Initial Registration or Registration process for any Course.

15.2. If you are found providing false information the Institution has the right to terminate its contract with you and you will forfeit any fees paid.

15.3. Providing false information to the Institution may also result in you being reported to the Awarding Organisation for further disciplinary actions.

16. PRIVACY POLICY

16.1. The Institution will collect personal data from you in the process of your Initial Registration/Registration for your respective Course(s).

16.2. The Institution will also store information on your grades obtained in mock exams and quizzes

- 16.3. All personal data collected will be processed in the strictest of confidence in accordance with our Privacy Policy.
- 16.4. Your data may be provided to the Awarding Organisations when registering you with them and also when signing you up for exams.
- 16.5. You are expected to familiarise yourself with the Institution's Privacy Policy found [here](#) or you can obtain a copy from the Institution's Front Desk.

17. VISA APPLICATIONS

- 17.1. The Institution will provide quotations for any Course or Courses requested by foreign students.
- 17.2. The Institution will not provide any other assistance in the procurement of visa for any student.

18. GENERAL

- 18.1. These Terms and Conditions are governed by the Laws of Guyana and all aspects of it shall be interpreted by, and any disputes settled by said Laws.
- 18.2. Each clause of this Terms and Conditions will operate separately and if a particular clause is declared unlawful the other clauses shall remain in force.
- 18.3. Failure to enforce any rights given to either party in this contract does not mean the party has waived its rights. All waivers of rights by either party must be obtained in writing.
- 18.4. This contract is exclusively between the Institution and you. No other third party shall have any rights to enforce herein.
- 18.5. No previous agreements shall have any legal bearing on this contract unless expressly stated in the contract.

I have read and fully understand the foregoing Terms and Conditions. I accept these Terms and Conditions and agree to be legally bound by them.

Name of Student

ATC Representative's Signature

Signature of Student

Date

ATC GUYANA