

Enrollment Terms & Conditions

As a student of Vestfold Hudakademi Norway ("the Academy") you agree to comply with and be bound by the following terms and conditions of use, which govern the Academy' relationship with you. The term "the Academy" or "us" or "we" refers to Academy team. The term "you" refers to you as a student of the Academy.

Enrolment as a student at the Academy and use of the Academy intranet is subject to the following terms of use, which shall take effect immediately upon confirmation from us that you have been accepted into either of the Academy:

A. ACADEMY ENROLMENT

- 1. Enrolment
- 1.1 Every student of the Academy, whether full–time or not, must enroll for each course and pay the fees appropriate to their course of study at the Academy. No person shall be deemed to be an enrolled student unless:
- 1.1.1 they agree to meet the liability for the relevant fees.
- 1.2 In all academy documentation "Sponsor" is deemed to include Local Authority/Central Government Schemes; Local Enterprise Companies; employers and training boards or agencies.
- 1.3 By paying the invoice to confirm course attendance the student agrees to undertake to observe the Academy Terms and Conditions of Study (including all current published academy Policies, Codes and Regulations) and consents to the Academy obtaining, recording, holding, processing etc., personal data including data of a sensitive nature. Students are responsible for informing the Academy of any changes to the information provided on enrolment.
- 2. Placements and Study at Off-Campus Locations
- 2.1 To avoid doubt, the same academy Terms and Conditions of Study (including all current published academy Policies, Codes and Regulations) apply to all students, including those on placements and/or studying at off–campus locations.
- 3. Work Commitment
- 3.1 Students enrolling on courses at the Academy are entering into a partnership with the Academy to further their education and training. Students are expected to take full advantage of the opportunities for learning and study.

- 3.2 The Students Code of Commitment sets out what the Academy expects from students; copies are available from the administration office.
- 3.3 Where a Student undertakes the course 'Hudpleie Lånekassen VG2 & VG3' the Student will undertake work experience for a minimum of seven (7) days in order to be eligible for the diploma.
- 4. Student Charter
- 4.1 The Student Charter offers students of the Academy a statement of the quality of service they can expect from the Academy as a right, copies of which may be obtained from the administration office.
- 5. Suggestions and Complaints Procedure
- 5.1 The complaints system is easy to use and both students and employers are encouraged to use it. Complaints are dealt with by a senior executive and are acknowledged within five working days of receipt and are normally fully answered within fifteen working days. After a further three weeks there is a further letter to ensure the complainant is happy with the outcome of the investigation into their complaint.
- 5.2 Suggestions and Complaints forms are readily available in reception areas in all the Academy offices.
- 6. Course Content
- 6.1 Students should satisfy themselves from reading the available information that the particular course they have chosen meets their requirements before commencing the course.
- 7. Cancelling or Changing Contents of Courses
- 7.1 The Academy reserve the right not to run courses where the number of students is considered insufficient or where resources are unavailable or to change the contents of a course where it is considered appropriate by the Academy to do so. Where numbers of students dictate, courses may be amalgamated so that they may comprise a number of subjects, including parts of the student's chosen subjects and parts of other related subjects.
- 8. Limitation of Admission to Courses
- 8.1 The Academy reserve the right to refuse admission to any course because of restricted availability of facilities due to accommodation or teaching requirements or for any other reason which the Academy deem it necessary to do so.
- 8.2 All admission to courses is at the discretion of the Principal.
- 9. Fees
- 9.1 All fees are payable on enrolment. Details of methods of payment can be obtained from the Information and Booking Centre. Students who do not meet their obligation to pay fees at the commencement of their attendance may incur interest charges on the fees outstanding at a rate determined annually by the Board of Management.

- 9.2 Liability for fees is incurred at enrolment and the Academy reserve the right to suspend any student who has not paid or arranged, to the satisfaction of the Academy, payment of fees within a reasonable time.
- 9.3 No person shall be permitted to enroll as a student of the Academy or to receive any qualification conferred by the Academy, unless all, if any, arrears of tuition fees and any other sums due to the Academy are paid in full or arrangements for the payment of fees have been made to the satisfaction of the Academy.
- 9.4 Cancelation of any course by the candidate shall be given in writing to the Academy. The sum of £500 is non-refundable as this amount covers the administrative costs of the application and subsequent cancellation. Cancellation less than four weeks before the start of the course shall result in a non-refundable fee however this is due to the discretion of the Academy. Students who withdraw from any course after the start of training will be liable to pay for the full amount of the remaining tuition.
- 9.5 The Student who is undertaking a vocational course must complete the end of course exam as this is a requirement of government law as these exams are reposted to the loan fund (if applicable) to enable any loan scholarship for the school year to be approved and accredited. The Student undertakes to register via www.privatistweb.no for and to pay for these exams in accordance with the program plans.

10. Financial Matters

- 10.1 Studying at the Academy may cause students to incur different costs, for example, tuition fees, books and equipment costs, accommodation costs, childcare fees, photocopying fees, travel expenses and daily living expenses.
- 10.2 Students are required to supply their own stationery and materials. Details of specialist materials/equipment will be supplied at the commencement of the course.
- 10.3 Student advisors can give students confidential pre-entry guidance including information on financial matters. Appointments can be made through the administration office.

11. Disciplinary Code

- 11.1 A copy of the Students' Malpractice and Maladministration Policy is available from the administration office.
- 11.2 Generally speaking disciplinary action against students is limited to breach of, or failure to comply with, these Terms and Conditions (including the current Malpractice and Maladministration Policy) or conduct which adversely affects the Academy' pursuit of its objectives or which infringes the rights of others.
- 11.3 The Malpractice and Maladministration Policy sets out what is considered unacceptable (although the list is not exhaustive) and procedures for disciplinary action.
- 11.4 The employees of the Academy and those of its contractors or other third-party suppliers have the right to work in an environment which is free from any form of harassment, intimidation or abuse whether actual or threatened, physical or verbal. The Academy has a zero tolerance to

the abuse of such employees and students are reminded that any such conduct constitutes unacceptable behavior and will result is disciplinary action which may, in turn, lead to your suspension or dismissal from the Academy.

12. Equal Opportunities

- 12.1 The Academy are committed to promoting equality of opportunity for all its students and staff in all aspects of Academy life to ensure that no-one is discriminated against on the grounds of race, colour, religion, sex, marital status, disability, age, social position or sexual orientation.
- 12.2 A copy of the Students' Equal Opportunities Policy is available from the administration office.
- 13. Disability
- 13.1 The Academy treat applications from students with disabilities on the same academic grounds as all applicants, taking into account the difficulties they may encounter.
- 13.2 Potential applicants are encouraged to visit the Academy, prior to enrolment, to meet with the Academy' staff. A tour of the Academy can be arranged and the Principal can assist applicants to assess the facilities available for them and provide advice in relation to both internal and external sources of support.
- 14. Academic Honesty and Plagiarism
- 14.1 The work submitted by any student for assessment should be the individual work of that student, except where group submissions are permitted.
- 14.2 None of the following are acceptable and may result in disciplinary action:
 - Cheating in assessments
 - Assisting others to cheat
 - Using any materials (including notes) not permitted in an assessment
 - Undertaking an assessment for someone else
 - Plagiarism
 - Colluding with another person to prepare an assessment which should be solely the work of an individual

15. Absence

- 15.1 Leave of absence from classes will not normally be granted. Any such requests should be made to the relevant Sector or Department Manager. Should leave of absence not be granted but still taken this will be counted as an unauthorized absence.
- 15.2 Any absence due to illness should be notified to the appropriate instructor as soon as possible using the agreed procedure for this.

- 15.3 Any absence due to illness of more than five academy days is required to be certified in the normal manner by a medical practitioner and the certificate passed to the instructor on return to Academy.
- 15.4 Any absence of 5 days or less may be self-certified through the Absence Notification Form. These forms are available from instructors or the administration office and should be passed to the instructor on return to Academy. If completing an Absence Notification you are also required to send a signed copy to Student Funding.
- 15.5 Absences at the time of examinations or assessments must be immediately explained in writing or by a medical certificate to the appropriate instructor.
- 15.6 Where absence means that the Student cannot undertake the final course exam, the Diploma will be withheld until the exam sitting can be re-arranged and the Student attends.
- 15.7 The Student understands failing to undertake the final course exam may affect any financial support (if applicable) from Lånekasse.
- 15.7 Other interruptions to studies (to include absence) can be discussed with the Academy and a solution can be explored based on a case-by-case basis.
- 16. Attendance and Punctuality
- 16.1 Students must be punctual and, furthermore, attendance at the Academy and where applicable, on placements, in each case, must be sufficient to fulfill the requirements of the course concerned. Poor attendance may have implications for a student's continuance on a course and receipt of grants and bursaries. Except where absence is authorized in exceptional circumstances, 100% attendance is expected from students. Attendance and absences are recorded on computerized registers which are kept for all classes. Students should be aware that it is the practice of the Academy to send a notification of absence and appointment request to the student's contact address following an unexplained absence. The Academy may contact you by electronic means (e.g. email and text) in connection with your course.
- 16.1 Any excessive absence which is deemed by the course instructors to be detrimental to the overall learning of the student, and especially where that absence causes extra effort on the part of the instructor/s which will negatively affect other students, the student may be suspended or dismissed from the remainder of the course.
- 16.2 Certification for the completion of each course is deemed to be awarded upon a set number of hours as specified to the particular course by ITEC and / or the Academy, and where excessive absence renders it inappropriate for the student to make up those hours in class, the student may be suspended or dismissed from the remainder of the course.
- 16.3 Should a Student be unable to attend the course for an extended period, the onus will be on the Student (and not on the Academy) to contact Lånekassen and apply for an extension to the funding arrangement.

17. Progression

- 17.1 On academy courses of more than one year duration, progression to Year 2 (and subsequent years) is dependent on satisfactory performance in the previous year.
- 18. The Learning/Working Environment
- 18.1 The Academy operate a no–smoking policy and smoking is prohibited in academy buildings. Students are required to comply with the policy.
- 18.2 Litter bins are placed strategically throughout academy premises. Students are requested to assist in ensuring that all litter is placed in these bins in order to maintain a litter free, safe and healthy working environment.
- 18.3 Students are expected to contribute to the maintenance of a suitable physical learning environment by treating all academy buildings and property with due care and respect.
- 19. Insurance
- 19.1 No insurance cover is held by the Academy to provide automatic compensation to students in the event of loss or damage to property, personal accident, injury or death. It is the responsibility of each student to insure for personal accident cover, if felt appropriate.
- 19.2 The Academy hold third party liability insurance which indemnifies the Academy with respect to claims from third parties, including students, who have suffered injury, illness, loss or damage arising from the negligence of the Academy or its employees. However, if there is no negligence, no claim would be accepted by the Academy or its insurers.
- 19.3 This information is brought to your attention at this time in order that you may take whatever action you feel appropriate.
- 20. Health and Safety
- 20.1 All users of the Academy and its facilities share a responsibility for safety and therefore there is a need for students:
- 20.1.1 To take personal responsibility for the safety and health of themselves and others
- 20.1.2 To observe safe standards of behavior, dress, protective clothing and footwear as required
- 20.1.3 To familiarize themselves with the safety requirements of their course
- 20.1.4 Not to interfere with equipment or materials provided to promote safety and health.
- 20.2 All fire regulations and instructions must be complied with fully. Students should familiarize themselves with the details found on notices and instructions situated on academy premises.
- 20.2 Any student willfully misusing, neglecting, damaging or interfering with devices provided for fire protection and safety and health will be liable to disciplinary action.
- 21. Medical Matters

- 21.1 Any student with any medical condition which requires extra support should see the Principal at the beginning of term.
- 21.2 Students are responsible for monitoring their own health and particular medical conditions and for the supply and administering of any medication they may require.
- 22. Alcohol, Drugs and Substance Misuse
- 22.1 The Academy will report to the police all incidents involving the supply or taking of illegal substances on its premises, as required by the Misuse of Drugs Act 1971.
- 23. Computer Usage and Monitoring of Internet Access and E-mails
- 23.1 Users of academy computer equipment must only access internet sites which are suitable as educational resources. In particular, sites containing any defamatory, inflammatory, discriminatory, obscene or pornographic material must not be accessed. A breach of this policy may lead to disciplinary action being taken.
- 23.2 The Academy reserve the right to monitor and check, at any time, all e-mail and internet traffic to ensure that, all users are adhering to academy policies at all times. By the acceptance of these Terms and Conditions on enrollment, all users agree and consent to the monitoring of all e-mail and internet traffic generated by them.

24. Copyright

- 24.1 Except to the extent authorized by the instructor or by the author of the material, the copying of materials of any nature whether literary, artistic or musical in connection with academy business on or off of the Academy' premises or through the use of academy equipment is prohibited.
- 25. Ownership and Intellectual Property
- 25.1 All users of the Academy and its facilities are required to comply with the intellectual property policy, a copy of which is available from the administration office.
- 25.2 Any intellectual property rights arising in connection with any work produced by a student while they are enrolled at the Academy shall be owned by the student.
- 25.3 The student grants to the Academy a non–exclusive, royalty–free, irrevocable license in respect of any intellectual property rights created by a student while they are enrolled at academy for the purposes of educational and promotional use, including websites and other online media, academic publications, exhibition catalogues, posters, leaflets and prospectuses, including the right to sub–license images for educational and promotional use.
- 26. Confidentiality Obligations
- 26.1 While on work placements within the Academy, students may have access to information held by the Academy. All such information is to be treated as confidential by the student and should not be discussed or disclosed, except as required in the fulfillment of work placement duties. Students are forbidden from seeking to access information which is not directly required for the purpose of their work placement.

27. Data Protection

- 27.1 Students are referred to the Academy Data Protection Policy, as copy of which is available from the Information & Booking Centre.
- 27.2 The Academy take its responsibilities under the Data Protection regulations seriously and respects the privacy of its students and staff. The Academy adopt such measures as it deems reasonable, from time to time, to ensure that all data is processed in accordance with the regulations.
- 27.3 Any individual may apply for a copy of their information held by the Academy (they may be charged a small fee), or to have corrections and amendments made to the information at any time. It is the responsibility of each individual to ensure that the information held by the Academy about them is accurate and up to date.

28. School Location

- 28.1 The Academy reserved the right to change at any time and for whatever reason the location of its academy, learning, administration and / or other premises.
- 29. Entire Terms and Conditions of Study
- 29.1 These Terms and Conditions, together with the Academy Policies, Codes and Regulations referred to herein, represent the entire policy of the Academy and supersede any previous policies, regulations and codes whatsoever.
- 29.2 The information contained in this document, particularly relating to academy Policies, Codes and Regulations, courses and fees was correct at the time of going to print but it is subject to alteration without notice. Anyone wishing to confirm any of the information should write to the enquiry address or check the Academy Web site which is regularly updated.

30. COVID-19 Procedures

30.1 The Academy takes into account legal and operational changes to studies in relation to COVID-19 and the Student will abide by all changes as recommended by the Norwegian Government in this respect.

B. INTRANET USAGE

- The Academy may change these terms from time to time and so you should check these
 terms regularly. Your continued enrolment at the Academy will be deemed acceptance of
 the updated or amended terms. If you do not agree to the changes, you should withdraw
 as a student of the Academy and cease using the intranet. If there is any conflict
 between these terms and specific local terms appearing elsewhere on the Academy web
 site then the latter shall prevail.
- 2. You agree to use the intranet only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the intranet. Prohibited behavior includes harassing or causing distress or inconvenience to any person,

transmitting obscene or offensive content or disrupting the normal flow of dialogue within the intranet.

- 3. All copyright, trade marks, design rights, patents and other intellectual property rights (registered and unregistered) in and on the intranet and all content (including all applications) located on the site shall remain vested in the Academy. You may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use the intranet content in any way except for your own personal, non-commercial use in association with your specific course. You also agree not to adapt, alter or create a derivative work from any the intranet content except for your own personal, non-commercial use in association with your specific course. Any other use of the intranet content requires the prior written permission of the Academy.
- 4. The names, images and logos identifying the Academy or third parties and their products and services are subject to copyright, design rights and trade marks of the Academy and/or third parties. Nothing contained in these terms shall be construed as conferring any license or right to use any trade mark, design right or copyright of the Academy or any other third party.
- 5. By sharing any contribution (including any text, photographs, graphics, video or audio) with the intranet you agree to grant to the Academy, free of charge, permission to use the material in any way it wants, including modifying and adapting it for operational and editorial reasons.
- 6. Copyright in your contribution will remain with you and this permission is not exclusive, so you can continue to use the material in any way including allowing others to use it.
- 7. In order that the Academy can use your contribution, you confirm that your contribution is your own original work, is not defamatory and does not infringe any UK laws, that you have the right to give the Academy permission to use it for the purposes specified above, and that you have the consent of anyone who is identifiable in your contribution or the consent of their parent / guardian if they are under 16.
- 8. Any links to third party websites from the intranet do not amount to any endorsement of that site by the Academy and any use of that site by you is at your own risk.
- 9. Intranet content, including the information, names, images, pictures, logos and icons regarding or relating to the Academy, its products and services (or to third party products and services), is provided "AS IS" and on an "AS AVAILABLE" basis. To the extent permitted by law, The Academy excludes all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. The Academy does not guarantee the timeliness, completeness or performance of the Intranet or any of the content. While we try to ensure that all content provided by the Academy is correct at the time of publication no responsibility is accepted by or on behalf of the Academy for any errors, omissions or inaccurate content on the website.
- 10. Nothing in these terms limits or excludes the Academy' liability for death or personal injury caused by its proven negligence. Subject to the previous sentence, The Academy

shall not be liable for any of the following losses or damage (whether such damage or losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of the intranet regardless of the form of action.

- 11. The Academy do not warrant that functions available on the intranet will be uninterrupted or error free, that defects will be corrected, or that the intranet or the server that makes it available are free of viruses or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.
- 12. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.
- 13. The failure or delay of the Academy to exercise or enforce any right in these terms does not waive its right to enforce that right.
- 14. These terms shall be governed by and interpreted in accordance with the laws of England and Wales which shall have exclusive jurisdiction over any disputes.