

An-Nakhlah Institute General Terms & Conditions

These terms together with those terms contained in the offer letter (together the "Terms and Conditions") set out the contractual terms which apply between An-Nakhlah Institute and students ("Students") in relation to the Alimiyyah Programme and/or academic programmes and any other An-Nakhlah Institute courses.

Once an enrolment is accepted by An-Nakhlah Institute, these Terms and Conditions become legally binding. All students agree to be bound by the regulations, policies and procedures of An-Nakhlah Institute (paper copies are available on request).

1. Force Majeure

1.2 We are not responsible for any events outside our reasonable control which may cause the closure of part or all of the School and the cancellation of any classes, courses or other services or materials we provide.

Events outside our reasonable control may include, without limitation, war, riot, civil strife, industrial dispute, terrorist activity, disaster, storm or other extreme weather conditions, flood, plague and infectious disease.

2. Under-16 Students

2.2 When a Student is under 16 years of age at the start of their course at An-Nakhlah Institute, their parents or legal guardians must sign a parental consent form. Confirmation documents will not be issued and the student will not be accepted on to a course unless the parental consent form is returned signed.

2.3 In case of Students who are under 16 years of age, any reference in these Terms and Conditions to liability of Students shall also infer liability on the parents or guardian of the Student and such liability is joint and several.

3. Booking & Payment of Fees

3.2 The tuition fee for your course will be as stated in the invoice you received from An-Nakhlah Institute.

3.3 Students and their parents or guardians, agree to pay the tuition fees and all other charges applicable for the course. It is understood and agreed that failure to do so may result in withdrawal from the course and cancellation of the enrolment.

3.4 In order to register for your course, you must comply with the payment terms stated in your invoice.

4. Services

4.2 An-Nakhlah Institute reserves the right to change details of its advertised services, courses, facilities and course dates where circumstances beyond the academies control necessitate such changes or where the number of enrolment's is not enough to operate a course viably.

4.3 In the unlikely event that An-Nakhlah Institute is unable to deliver your course in full, you may be offered enrolment on a suitable alternative course at no extra cost. You have the right to choose whether you would prefer to cancel the course (terms and conditions apply), or to accept a place on another course. A minimum of 40 students are required for courses to run. If there are fewer than 40 students, alternative arrangements may be made. This may mean reduced hours, or the class may be merged with another class.

5. Course Entry Requirements

5.2 All courses at An-Nakhlah Institute have entry requirements including minimum age - see each course for details.

5.3 If any information provided in the application is incorrect, An-Nakhlah Institute reserves the rights to make the necessary changes to the students' enrolment at the students' expense and if necessary, ask the students to leave their course without any refunds.

6. Student Cancellation and Refund policy

6.2 Course fees and learning material fees will be treated separately.

6.3 Refunds can only be made to the same bank account from which original payment was received.

6.4 Notice of any cancellation must be made by email to info@an-nakhlah.com. Failure to provide email notification will lead to full charges being made.

6.5 When a student commences a course, they are expected to complete that course as stipulated in their offer letter. In the event that a student withdraws from a course, no refunds will be made in the following cases:

- A student decides to withdraw or leave early from their course programme;
- A student is withdrawn from a course due to poor attendance or poor academic progress;
- A student breaches the code of conduct resulting in expulsion.

6.6 In exceptional circumstances refunds of the remaining tuition fees can be agreed at the discretion of An-Nakhlah Institute. An exceptional circumstance is considered to be a serious personal accident, injury or critical illness requiring long term medical care of a student or close family member. Bereavement of close family members can also be considered. Close family members are regarded as parent, spouse/partner, child, brother or sister.

7. Liability

7.2 An-Nakhlah Institute and its staff and representatives will not be liable for loss, damage or injury to persons or property however caused, except where liability is expressly imposed by law.

7.3 An-Nakhlah Institute will not be liable in the event of any service contracted by An-Nakhlah Institute becoming impossible to supply for any reason or any cause outside our control.

7.4 Students will be liable for any damage to the property or facilities of An-Nakhlah Institute and will be required to compensate An-Nakhlah Institute against any loss.

7.5 Students will be liable for any harm caused to another student, member of An-Nakhlah Institute staff or external staff contracted to provide services on behalf of An-Nakhlah Institute and will compensate An-Nakhlah Institute accordingly.

8. Valid Prices

8.2 An-Nakhlah Institute reserves the right to change prices without notice.

9. Courses at An-Nakhlah Institute

9.2 An-Nakhlah Institute reserves the right to change or cancel an advertised course.

9.3 An-Nakhlah Institute reserves the right to use off-site classrooms of a suitable standard.

9.4 In the event of a course being cancelled by An-Nakhlah Institute, the student will be offered an alternative course and/or course dates. If the student chooses not to accept this alternative, in cases where the course has not already started, they will receive a full refund for the course. If the student has already started the course, they will receive a refund covering the remaining period of the course.

9.5 An-Nakhlah Institute reserves the right to change student timetables as required.

9.6 An-Nakhlah Institute monitors students' progression and places students in classes appropriate for their level. Progression to another level is at the discretion of An-Nakhlah Institute based on their assessments.

9.7 In order for students to obtain a certificate for the completion of their course, students must obtain an average attendance rate of 80% or above by the end of their course.

10. Expulsion and Suspension

10.2 A reasonable standard of conduct is expected on all programmes. A student may be suspended or expelled without refund in case of illegal, anti-social or dangerous behaviour. We will not accept:

- Poor attendance (lower than 70%);
- Disrespect to members of An-Nakhlah Institute staff or other students;
- Foul, inappropriate or abusive language, violence, intimidating or insulting behaviour, bullying, any form of discrimination (including based on race, gender, religious beliefs or sexual orientation); or
- Any other act or behaviour that does or may bring An-Nakhlah Institute into disrepute or cause any harm or suffering to staff, other students or members of the public.

10.3 If a student has unacceptable conduct, we may expel them. We may also take any further action we think is appropriate including informing their parent(s) or guardian (if they are under 16 years of age).

10.4 In the event of expulsion due to inappropriate conduct, there will be no refund of fees and any outstanding fees will become payable immediately.

10.5 An-Nakhlah Institute reserves the right to expel a student if an An-Nakhlah Institute provider is unwilling to continue working with a student.

11. Privacy Policy & Data Protection

11.2 By submitting an application to An-Nakhlah Institute, the Student agrees to the storage of their personal details, including sensitive personal data, in An-Nakhlah Institute's administrative systems, whether on paper, computer or any other medium and to the usage of that information for An-Nakhlah Institute's purposes only.

11.3 We process personal information to enable us to provide education and training, welfare, safety and educational support services, to administer school property, to maintain our own accounts and records, for administration and the organisation of events. Our processing also includes the use of CCTV to maintain the security of the premises and for preventing and investigating crime.

11.4 Personal information about Students processed by An-Nakhlah Institute will include their full name, contact details and, where appropriate, those of their parents or guardian.

11.5 We will keep this information secure at all times as necessary to run our business, deliver their education and ensure their welfare and safety.

11.6 We will sometimes need to share the personal information we process with other organisations in the UK. We will only share all or part of a Student's personal information when:

- It is legally required or lawful to do so.
- In the event of a medical emergency if it is necessary to protect their health or the health of others.

11.7 The student consents to their personal data being stored, processed and shared by An-Nakhlah Institute in this way. They consent to their sensitive personal data including health, welfare, nationality, ethnicity, religious and other data being stored, processed and shared by An-Nakhlah Institute.

11.8 Students agree that copies of their regular reports on their academic progress and performance (including attendance and absence records) can be supplied to parents without prior notification.

11.9 On the first day of the student's Course, they must give us their passport (or ID Card if they are resident in the EU/EEA). We will copy it and return the original to them.

11.10 We will ask the student to provide us with certain personal information. It is the student's responsibility to advise An-Nakhlah Institute of any amendments to that information while they are enrolled with An-Nakhlah Institute.

11.11 We may take photographs and films of students for promotional and marketing purposes (printed and online) without written consent or notification. Students, and their parents or guardians where applicable, must let us know if they do not wish to be photographed or filmed.

11.12 An-Nakhlah Institute will process and share personal information provided by Students in accordance with the Data Protection Act 2018 and any other applicable data protection legislation.

12. Equal Opportunities

12.2 An-Nakhlah Institute operates an equal opportunities policy. It aims to ensure that no applicant will receive less favourable treatment on the grounds of age, sex, marital status, disability, race, nationality, ethnic origin, sexual orientation, or political or religious belief.

13. Complaints Policy

13.2 For complaints, please refer to the headteacher or email info@an-nakhlah.com