



TERMS & CONDITIONS

All students must read and accept these terms and conditions at the point of enrolment with Blue Sky Graphics trading as *UK Blue Sky Graphics Limited*. The purpose of this document is to outline each parties' duties and responsibilities. These are the responsibilities from us as a course provider and you as an enrolled student (initiating attendance and registration) with Blue Sky Graphics. These terms and conditions are subject to change from time to time in our sole discretion. We will however notify you of amendments to these terms and conditions either by email or by posting them on our website at www.blueskygraphics.co.uk.

In these terms and conditions, UK Blue Sky Graphics Limited will be referred to as "Blue Sky Graphics". Blue Sky Graphics shall be also used interchangeably as 'We', 'Us', 'Company' or 'Training Provider' and the customer as 'You', 'Learner', 'Client' or 'Student'.

Upon email receipt of the Student's confirmation of enrolment (Welcome on board email), a legally binding enrolment contract is enacted between the Student and Us. By registering or enrolling onto our course through The Company, you warrant that you are legally capable of entering into binding contracts. Your registration details constitutes an offer to purchase the delivery of our course. All courses are subject to acceptance by The Company

The course will be confirmed usually by confirmation of enrolment (Welcome on board email) or by either email, post, telephone or through an automated email from The Company Website. The contract will be formed when we confirm receipt of your order. We reserve the right to refuse enrolment on any of the Courses we offer.

The Student will be deemed to have received the confirmation of enrolment (Welcome on board email) on the date on which the email attaching it is sent, if sent on a working day prior to 5.30 pm (GMT). If sent after 5.30 pm (GMT) or on a non-working day, it will be the next working day.

It is the student's responsibility to have access to a stable internet connection for the classes and communications. All students are required to have access to the Adobe Creative Cloud or another Adobe version (older versions are fine but please check with us) s and a computer that supports these programs for the duration of the course.

COURSES

Graphic Design Course 0110 (7 months duration)

Web Design and User Experience Design Course 0220 (UX/UI) XD Adobe (7 months duration)

Each course costs £1499.00 GBP. Students may opt to pay in full or to choose an instalment payment plan which we refer to as Flexi options as detailed on our website. We may change, alter or modify instalment plans at any time with reasonable notification.

The payment plan methods are:

1. Flexi option 1 which is £749.50 x 2 instalments over the course.



2. Flexi option 2 which is £375.00 x 4 instalment payments.
3. Flexi option 3 which is £199.00 x 8 instalment payments each month on the first of every month or to be set on an agreed designated day.

A deposit of £199 is required to secure a space for students using any Flexi option. Deposits may be deducted against the final months fees.

The first payment of each payment plan will be deducted on the day of enrolment. Each subsequent payment will be deducted automatically from the nominated credit card or PayPal account on the same date each month. To secure new enrolment an upfront deposit of £199.00 is required to be paid by the client to us which will cover the first month of the course. Payment must be paid 4 weeks before course is due to commence or by prior mutual arrangement.

PAYMENT METHODS

Enrolment is available online using the website or through email 24/7 but your class time and day must be confirmed for availability before a set date is booked. All payments should be made through our invoicing system, PayPal or Bank Transfer. Currently we accept payments by Visa, Mastercard and American Express, but our payment systems is subject to change as are payment methods.

Please note we, our staff, teachers or associated contacts will never ask you for cash and if you suspect any unusual activity you are advised to contact our central office.

Where extra bank charges to us are incurred by virtue of the Student's chosen mode of payment, these shall be paid by the Student

Bank Details

Our account details are as follows:

TSB Bank PLC

Account number: 000 17933

Sort Code: 30 – 96- 29

Name: UK Blue Sky Graphics Limited

Please note your bank may offer a same day or faster payment option. Payment transfers by BACS may take longer up to three working days. Students who wish to pay via bank transfer by instalment option or in full may pay in full by this method. Payment in cash is not accepted.

PayPal

Should you wish to pay by PayPal please let us know and we will send you a payment request.



FEES PAYABLE

Fees are payable upon enrolment with Blue Sky Graphics and a receipt will be issued upon payment. For payment related issues please contact the Course Coordinator or contact Accounts (payments@blueskygraphics.co.uk) otherwise please call the central office. Please also contact Accounts if you are issued with a new card or you need to amend your payment method.

If a Student is using Flexi option 1 the first £749 instalment is required before classes begin and the second payment during by the third month of the course delivery.

If a Student is using Flexi option 2 the first £374 instalment is required before classes begin and the second, third and fourth payment during each consecutive month.

If a Student is using Flexi option 3 the first £199 instalment is required before classes begin and the remaining payment during each consecutive month of the course. Often the final invoice pay me slightly higher to finish the payment plan.

KNOMA

Knoma is a great option for students to pay for their course and if used properly can be done with little or no interest. Students using the Knoma payment platform to fund their course are entirely bound by the terms of Knoma. The opinions of Knoma do not necessarily constitute the opinion of our own at the Company.

Your lending agreement is between you and the lender, UK Blue Sky Graphics Limited accepts no liability in regards to any loans taken out via one of our finance partners listed here. We strongly encourage you to fully assess your financial situation and to read the full terms and conditions before taking out a loan.

Taking on a loan is a considerable commitment, like any loan it must be repaid under the terms of the lending provider, even if you are not at work. You are encouraged and should make sure you have taken all reasonable steps to investigate all the funding options that may be open to you to ensure you make an informed decision about whether the credit product loan is right for you.

Anyone that cancels a course with us when using Knoma after enrolment will be liable for third party fees that are charged to the company of £104.93 as well as a payment administration fee of £85.00.

If there are payment defaults or delayed payment using any of the Flexi options (Flexi 1, 2 or 3) we may discontinue training or temporarily hold classes until payment has been made as required.

Administration charges of £5.00 may be applied to declined credit or debit transactions however in order to avoid administration charges please email or call Accounts before your due transaction debit date if you are having difficulty making payment (payments@blueskygraphics.co.uk).

AFTER ENROLMENT

We are delighted to have you on board and welcomed onto one of courses. Please read our commitment to you. Once your initial payment has been successfully processed you will be sent you're an enrolment welcome pack or the enrolment details containing class confirmation, login and password for your online secure access to GoToMeeting.



The time that this payment takes to process depends on your financial institution's internal system. As a rule, this payment acknowledgement response arrives within 24 hours. Blue Sky Graphics will issue you your enrolment details within 48-72 hours (within normal business days) of this response.

In the case of instant PayPal payment plans PayPal notifies us of instant approval of payments. In the case of e-cheque PayPal payment plans PayPal notifies us of your cleared e-cheque within 7- 10 days of payment. We will issue you your enrolment details within 48 hours (within normal business days) of the above notifications from PayPal.

A tax invoice of payment made will be issued to you for the first payment, the dates of future planned direct debits will be noted on this invoice or a Schedule of Payments letter.

This invoice will be issued to you within 72 hours of enrolment. Once your account has been paid in full you may request a tax invoice of fees paid by writing an email to payments@blueskygraphics.co.uk

The date of enrolment will determine the date of payment each month for students using a Flexi option instalment plan and this is generally the same date each month thereafter. E.g. enrolment that start the 15th of February , the next debit date will occur on the 15th of March, then the 15th of April and so forth until full payments in total have been made. We will notify you of a declined transaction and/or successful reprocessing via email.

In line with UK law and data protection Blue Sky Graphics will keep all information regarding your nominated account private and confidential. It is essential to the processing of secure online credit card payments that we use a secure third party payment intermediary or secure payment gateway. Both the payment gateway and our financial institution are privy to your account details for reasons of processing your payments.

OUR EXPECTATIONS

We expect you:

- To contribute to learning in a harmonious and positive manner irrespective of gender, race, sexual preference, sexual identity, political affiliation, marital status, disability physical or mental or religious affiliation.
- To be honest and respectful, this includes not falsifying work or information and not communicating in any way that may cause offence to others or to us (the company).
- To be responsible for your own learning and development by participating actively and positively and by ensuring that you maintain progress with learning modules.
- To monitor your own progress by ensuring that assessments are submitted in a timely manner.
- To pay your course fees on time. We reserve the right to place your classes on hold until payments are up to date.
- Please Note: refunds or cancellations cannot be offered outside of the stated refund policy. There are no exceptions to the above cancellation policy as once the period has lapsed then fees such as



virtual classroom registration, administrative fees, awarding body registration or tutor fees need to be paid and cancellations will not be accepted except in the circumstances described in the cancellation policy.

- If you are paying by Flexi option instalments - in the event where a recurring card payment or standing order is unpaid or your card has been declined, we will contact you via the Email Address supplied in your registration details and we will then also contact you by letter and/or telephone/ text requesting that you arrange the payment.
- If our communications requests for payment are ignored and your account remains in arrears after 14 days of your original payment date, your account will be passed to a Debt Recovery Agency. If contact has been made but the arrears are not resolved within 28 days of your original payment due date, we will reserve the right to pass your account to a Debt Recovery Agency.
- In the event of your account being passed to a Debt Recovery Agency, additional administration fees of 20%, for amounts up to £500.00 or 10% for amounts over £500.00 of your total remaining balance will be applied to your account, and will be payable by you. Further County Court costs may be applied if payment is not received which will affect your credit rating in the future. By default the debt is lodged with all the main credit reference agencies.
- Please note that we endeavour to be very understanding and fully committed and willing to work with our students to resolve any difficult situations they may encounter - so if you are experiencing issues in making any payments to your account, then we must emphasize that you please contact accounts or support rather than allowing the debt to be passed for collection due to inaction, as we will strive to arrange an alternative payment plan for you which will not incur any additional fees.

It is your responsibility:

- To ensure that homework is met after being set which is always a realistic amount of work deemed useful and necessary for your fast progression of learning. The teacher is there to help you and make your life easier ensuring you fully grasp and understand your course contents.
- To ensure that enough funds are available in your account to meet the requirements of our agreement on each due date.
- To notify the office of any changes to your personal information. Students must e-mail the support office (support@blueskygraphics.co.uk) or contact the admin team (admin@blueskygraphics.co.uk) as to any changes to their personal details including email address, telephone number and residential address.

Our accounts team will contact you to arrange an alternative payment method should there be issues receiving payments. We reserve the right to withdraw you as a student from the course, along with the Certificate of Completion that may be due or issued without refund of fees already paid.



STUDENT WELFARE

Your teacher is there to help you every step of the way! Use this valuable resource and you go far. You will find many questions by current and past students on our website that can help you answer a query, or you can post a question to one of the tutors yourself. You can also call the welfare officer or email support@blueskygraphics.co.uk if you are having any difficulties.

ENGLISH LANGUAGE PRE-REQUISITE

Our teachers will use English language, literacy and numeracy skills all of which are critical to almost all areas of work. This is especially true in graphic design where there is a need to communicate with all parties such as clients, read and understand design briefs and do research. Our course is delivered in English, so it is assumed that every student will have good command of English, reading, comprehension, speaking, listening and writing.

YOUR RIGHTS

If you want to make changes to your recurring card payment arrangements, please contact us in writing via email at least 5 working days before the due date of the next debit transaction. These changes may include terminating your Standing Order, wishing to pay in full the balance of your account or altering the monthly payment schedule. Certain changes may be affected at the sole discretion of Blue Sky Graphics.

FEEDBACK, COMPLIMENTS AND COMPLIMENTS

We love feedback and we love your compliments too and value your opinion. We want to offer you the best online one to one experience and our aim is making learning fun and effective. Your compliments are encouraged. With your permission we may use these on our testimonials along with many other happy students.

CANCELLATIONS

We hope you will find our courses challenging, productive and excellent value for education but should you need to cancel your course please let us know as soon as possible and within 14 days of enrolment- whichever is sooner.

Within 14 days from deemed receipt of the enrolment confirmation, the student has the right to cancel this agreement at any stage without giving any reason and without incurring any liability apart from any associated administrative or third party costs that are passed onto us such as virtual classroom GoToMeeting registration costs or professional body or accreditation costs . In any event these costs will not exceed £199.00 at any time.

To exercise the right to cancel, the student must e-mail the Course Administrator or Happiness Manager requesting a cancellation form. Upon receipt a cancellation email will be sent to you to fill out. To meet the 14 day cancellation deadline, the student must confirm e-mail has been received before the cancellation period has expired.

Timescale for refund



We will process the refund due to you as soon as possible and, in any case, within 25 calendar days of the day on which you requested it. We will make the reimbursement using the same means of payment as the student used for the initial transaction, unless the student has expressly requested otherwise.

We cannot be held liable for any consequential loss, damage or compensation arising from the cancellation.

No refunds to students who withdraw once the course has started—after the 14 day period—for any reason whatsoever. A credit note may be issued in limited circumstances.

Please Note it is important to understand that **refunds or cancellations cannot be offered** outside of the stated refund policy. Any request for refunds after fourteen days following enrolment or once you have accessed the materials, if approved, will receive a credit note which can be used towards a future UK Blue Sky Graphics online course valid for up to 36 months from date of issue.

There are limited exceptions *A, B and C* to credit notes being issued as once the initial 14 period has lapsed then fees such as teacher's time, awarding body registration and tutor fees need to be paid.

There are limited exceptions (*A, B and C*) where a partial refund may be honoured. These include:

A) Should the course have commenced and or after 14 days but due to an emergency or similar extenuating circumstances prevent the student from continuing then a refund (credit note) may be offered at our discretion minus any pro-rotta lessons given at the rate of £27.50 per hour and an administration fee of £250.00. Proof may be required and your full cooperation will be necessary.

B) Written cancellations received by us by email (and acknowledgement thereof) at least before 14 days prior to enrolment may cancel free of charge (for a cash refund) and only be required to pay any associated costs passed on to us by third parties. Any cancellation after 14 days will be liable to an administration fee of £250 with no exceptions.

C) Should the course have commenced and or after 14 days but due to serious health deterioration such as end of life treatment, loss of sight, speech or hearing or similar which would impede you from participating in lessons (supported by medical evidence only) and prevent the student from continuing then a cash refund may be offered at our discretion minus any pro-rotta lessons given at the rate of £27.50 per hour. Proof will be required.

Postponing and pausing the course once started.

We understand that something life happens and things arise. If you need to pause or postpone the course please contact the course administrator as soon as possible.

Pausing the course after starting it

We look at each case by its own merit and if deemed appropriate you may pause the course for up to 4 months without charge additional supplements. Beyond four months there is a monthly charged levied of £20 per month to hold your class time and space with the tutor.



Postponing the course before starting it

Where course postponements have been agreed between the company and the student, the remaining invoices must still be paid according to the current due date. Where offered, course postponements can be made for a new start date up to and within 12 months of the originally intended start date.

TERMINATION BY THE COMPANY

The Company may terminate this agreement or suspend any of its obligations under it immediately and without liability for compensation or damages if:

- the student fails to comply with any of its obligations under this Agreement with a special emphasis of payment commitments being up to date;
- the student becomes bankrupt or subject to receiving a debt relief order or makes any arrangement with creditors generally or suffers any similar action as a result of debt;
- the student commits any act which brings the Company into disrepute or which in the Company's reasonable opinion is prejudicial to its interests or have committed a serious breach, or repeated breaches, of our Terms and Conditions;
- Should the course not take place through the fault of a third party, or there are delays in receiving information or unforeseen circumstances (e.g. adverse weather, internet issues) no discussion will be entered regarding client compensation however alternative course dates will be made available to the client;
- the student is paying by instalments, the instalment payment is cancelled or fails, and you fail to make alternative arrangements for payment within 14 days;
- the school believes that your standard of English is not sufficient to maintain full understanding of the course contents;
- the student's attendance falls below 85% of classes in any six weeks period without pre-authorization from us;

We cannot be held liable for any remedy, consequential loss, damage or compensation beyond this. While we make every effort to run courses as advertised, we reserve the right to change course content, assessment, dates and trainer/moderator.

RESOLUTION OF DISPUTES

We hope your experience is nothing less than excellent and envisage a useful, thought provoking and stimulating one-to-one classroom experience for you. We also endeavour to run the course as smooth as possible. In the event of a dispute we would ask you to phone our main office and explain clearly the issues to the Course Coordinator or the Happiness Manager.

All complaints will be fully investigated as per our "Complaints Procedure" providing (A-C):

A) The complaint is made while the student is attendance of our course (i.e. the course has not terminated).

B) The complaint is communicated clearly and registered in writing with a member of the senior team (either the Happiness Manager Chanell Ruzman, Course Coordinator Noah Wildman, Operations



Director Nadia Feizpour or Master Graphic Design Tutor Han Soloman or registered with your course teacher.

C) All invoices relating to the student making the complaint have been settled in full.

We also reserve the right to suspend any student who disrupts a course by his or her unacceptable behaviour.

EQUIPMENT REQUIREMENTS

Besides your passion and patience (IT issues and small hiccups can sometimes occur from time to time but, usually get resolved quickly) we hope your classes our interactive, fun and rewarding.

Since you will be studying remotely (distance learning) or from home there will be a certain amount of equipment that you will need to undertake the course successfully.

These are as follows:

-A Computer

-PC or Mac is fine, the course runs on any operating system. GoToMeeting itself functions like any other internet website; no special requirements are needed to run GoToMeeting. You will however be using graphics software throughout the course. These software's require a minimum amount of system requirements to run smoothly and efficiently.

-System requirements to run design software are:

-Windows Users: Intel® Pentium® 4 or AMD Athlon® 64 processor (8 RAM minimum) or higher specification

-Microsoft® Windows® 9 or Windows 10 or above specification

-Internet connection and registration are necessary for required software activation, membership validation, and access to online services.

-Macintosh Users: -Multicore Intel® processor with 64-bit support, -Mac OS X v10.7 or 10.8 or above

-Internet connection and registration are necessary for required software activation, membership validation, and access to online services.

-Software: you will be required to obtain or have Adobe Creative Cloud (Illustrator, Photoshop, InDesign and Acrobat Pro). Please speak to your tutor for advice on installation.

- iPad or similar tablet will be unsuitable for the classes.



INTERNET SPEEDS AND CONNECTIVITY

Connection to Internet is fundamental to connect to your online class. We recommend (normal speeds) of 25mbps download and 3 mbps upload or above. Do not worry if you do not know your connection speeds (most speeds in the UK tend to operate well) since your teacher will quickly be able to determine your connection suitability.



Should you require a copy of our terms and conditions in writing or in Braille please write to us at: UK Blue Sky Graphics Limited, International House, 64 Nile Street, Shoreditch, London, N1 7SR.

Company Number: 11999881

