

## Terms and conditions

BSP School of Accountancy & Management (**BSP**) - Registered office: Villa Le Ravinale Ave. Des Goyaviers Albion. Principal place of business Level 2, Anglo Mauritius House, Port Louis Mauritius. Registered in Mauritius No. 102296 ("BSP School of Accountancy & Management Ltd").

### **Part Time Tuition and Revision Courses & Refund Policy**

1. A completed enrolment form must be accompanied by payment in full or the completed employer authorisation (see point 2 below).
2. An employer authorisation will only be accepted by **BSP** if the relevant employer has approved credit terms with **BSP** and payment in full will be due within 30 days of each invoice date. The employer is fully responsible for the payment of amounts due in all circumstances (including termination of employment or course cancellation). **BSP** reserves the right to dismiss any student / delegate at any time for non-payment of fees or other amounts due.
3. Prices are subject to change and we reserve the right to charge additional amounts to reflect any pricing changes taking effect before course commencement date(s).
4. If an employer is paying for a student's / delegate's participation in a course, that employer may be sent the relevant student's / delegate's test results and progress and attendance records (where applicable).
5. Deferral: where the full amount has been paid, an enrolment can be deferred for one relevant sitting (subject to availability), provided **BSP** receives written notice at least two weeks prior to the course commencement date. An administration charge of MUR500 (inc. VAT) per course will be invoiced by **BSP**. No refunds will be made and amounts paid for courses will be carried forward accordingly. It may be necessary to purchase new course materials upon recommencement of deferred study. These are not included in amounts previously paid and will be invoiced separately.
6. Course cancellation: requires that written notification be received by **BSP** at least two weeks prior to the course commencement date. A cancellation charge of MUR1000 per course (MUR50 in the case of CPD courses) (inc. VAT) will be invoiced by **BSP**. Full course fees will be payable if less than two weeks notice is given and no refund will be made in such circumstances (but, in the case of CPD courses, students / delegates may attend an alternative equivalent CPD course free of charge if the cancellation is made at least four working days before the course start date). Refunds are not available to any amounts paid for study materials, where the materials have been supplied to the student / delegate.
7. **BSP** reserves the right to use its discretion to determine whether to make refunds in particular instances which fall outside paragraph 6 above.
8. Study materials will be made available on or before the first day of the course.
9. Dishonored cheques will result in a charge by **BSP** of MUR250 (inc. VAT) to cover administration and bank charges, as well as the risk of admission to study being refused. Persistent offenders may be reported to their relevant professional body for unprofessional conduct.

### **Study Materials**

1. All study materials, whether in written or electronic format, are (unless otherwise stated) supplied by **BSP** (Registered Office: Villa Le Ravinale Ave. Des Goyaviers Albion).
2. Where study materials are supplied in conjunction with a course (part time tuition, part time revision or full time ), they are included in the fees quoted by **BSP**.
3. Refunds are only available on study materials returned within 14 days of receipt in a saleable condition and, in the case of CDs or DVDs, with seals intact to **BSP**. Postage is not refundable.

### **Full Time Courses & Overseas Students**

1. Students who require a student visa to enable study with **BSP** must enroll on and attend a minimum of three subjects each term to meet their visa requirements or such fewer number as remain to be successfully completed by them. To book a place on a course a completed enrolment form must be accompanied by payment in full of fees or a minimum deposit (where applicable) as per the subject enrolment form. Unless otherwise stated herein, deposits are non-refundable and non-transferable.
2. Students requiring a Confirmation of Acceptance of Study ("CAS") number to study with **BSP** (i.e. non-Mauritian students) will be charged an administration charge of MUR250 (inc. of VAT) for each CAS number issued by **BSP**. Subject to paragraph 9 below, once a CAS number has been issued by **BSP** confirming full time status, no refunds or course deferrals / cancellations are permissible other than in the instance of visa refusal and subject to meeting the criteria in paragraph 5. Course deferrals may be allowed for students who are still overseas awaiting their student visa prior to the published course commencement date. An administration charge of MUR1000 (inc VAT) will be applied by **BSP** per deferral. A maximum of one such deferral will be allowed, after which all deposits paid will be forfeited to **BSP**. **BSP** will refuse deferrals for visa students where it has reason to believe students have entered Mauritius on the basis of **BSP**'s sponsorship and are not studying as necessary with **BSP** (given the visa requirements). In such circumstances **BSP** will withdraw its sponsorship and notify the PASSPORT & IMMIGRATION OFFICE and/or any other relevant authorities.
3. If a student's visa application has been refused, then the amounts paid will be refunded, less an administration charge by **BSP** of MUR1500 (inc. VAT) (plus any courier and transfer charges and CAS fees detailed in paragraph 3) on production of the following documents: (1) an agent certified copy of the visa refusal letter (GV51), (2) an agent certified copy of the student's passport showing both a photograph and signature; (3) where the payor was not the student, an original authority letter from the student authorising the repayment to the payer and (4) where the student is already in Mauritius, evidence satisfactory to **BSP** that the student has left Mauritius. Refunds will only be made under this paragraph if requested in writing with the necessary supporting documents within four weeks after the

commencement of the course (published date). In circumstances where an application is refused by PASSPORT & IMMIGRATION OFFICE on the grounds of fraudulent documentation or other irregularities no refunds will be granted in respect of monies paid.

4. BSP reserves the right to dismiss and/or withdraw visa support from any student at any time for non-payment of fees or other amounts due, failure to meet the ongoing attendance requirements, late commencement of study and/or late enrolment and/or any other failure (past or present) to meet visa regulations and/or PASSPORT & IMMIGRATION OFFICE requirements and/or failure to demonstrate in BSP's opinion satisfactory academic progression. No refunds will be made to any students (including any prepaid fees or deposits) dismissed under this paragraph.
5. BSP reserves the right to inform the appropriate authorities where a student has been so removed from study with BSP, is failing to meet ongoing attendance requirements, is failing, in BSP's opinion, to make satisfactory academic progress or where a student has committed any breach of his/her visa requirements.
6. Fees and other amounts payable are published separately for each term and the most recently published pricing is payable by all students studying at the relevant time unless the relevant amounts were paid in full prior to the publication of the new pricing. Paying a deposit does not prevent any increase being applied.
7. Deferral: Students who do not require a visa can, where the full amount has been paid, defer enrolment for one relevant sitting, provided BSP receives written notice at least two weeks prior to the course commencement date. An administration charge of MUR1500 (inc. VAT) per course will be invoiced by BSP for such deferrals. No refunds will be made and amounts paid for courses (less any administration charges) will be carried forward accordingly.
8. Course cancellation: Students who do not require a visa can cancel their application provided that written notification is received by BSP at least two weeks prior to the course commencement date. A cancellation charge of MUR1500 per course will be invoiced by BSP. Full course fees will be payable if less than two weeks notice is given and no refund will be made in such circumstances. Refunds are not available for any amounts paid for study materials, where the materials have been supplied to and opened by the student.
9. BSP reserves the right to use its discretion to determine whether to make refunds in particular circumstances which fall outside paragraph 10 above.
10. Students wishing to extend their visa will not be issued with a CAS number unless they: re-enroll as necessary; (subject to paragraph 13 below) pay a minimum of 50% of the pending full course fees on re-enrolment; have met BSP's attendance requirements and all other visa and PASSPORT & IMMIGRATION OFFICE requirements; and have, in BSP's opinion, made satisfactory academic progress.
11. Full course fees are payable no later than two weeks prior to the commencement of the course.
12. If course fees are being paid by the Mauritian government or a Mauritian organisation, a representative from the sponsoring body must complete the relevant section of the enrolment form. Overseas sponsorships cannot be accepted.
13. Dishonored cheques will result in a charge by BSP of MUR250 (inc. VAT) to cover administration and bank charges, as well as the risk of admission to study being refused. Persistent offenders may be reported to their relevant professional body for unprofessional conduct.
14. PASSPORT & IMMIGRATION OFFICE specifies attendance requirements for study and visa renewal. Students are responsible for signing the attendance register / swiping their student ID cards during each class in order to provide acceptable evidence of attendance to PASSPORT & IMMIGRATION OFFICE.
15. Study materials will be made available on or before the first day of the course.
16. In the event that a long term Full Time ACCA student fails an examination, the student may transfer from a long term Full Time course to a short term course or a re-sit course on a subject by subject basis (subject to fulfilling entry requirements and any visa requirements). An administrative charge of MUR500 (inc. VAT) per subject will be charged and the fees paid for the subject which the student is transferring from will be applied to the short term course and/or the re-sit course (as appropriate). If, following such transfer, a student is studying fewer subjects or studying the re-sit course, a credit note will be issued for the number of subjects not now being studied or the course differential (re-sit course only). This credit note may be used by the student against the amounts payable for future courses with BSP. For the avoidance of doubt, there is no cash alternative.

## General

1. Enrolment on a course, together with the payment of the required deposit, creates a binding agreement to follow the course and to pay the full fees. A student declares that the information supplied on the enrolment form or otherwise in connection with their application is complete and correct and that the giving of false or incomplete information may lead to the refusal of the application or suspension or expulsion from the course (without refund) and/or, as applicable, withdrawal of visa support.
2. All amounts quoted include VAT (where applicable).
3. BSP reserve the right to charge interest at 10% per annum on overdue amounts.
4. All fees exclude amounts payable to the professional body for student / delegate registration, exemptions and examination entries, which are payable by the students / delegates and BSP accepts no responsibility for this.
5. Internally Assessed Examination and Computer Based Examination fees are non-refundable and non-transferable.
6. Any refund made by BSP will be paid to the original payer.
7. All deposits received are for the sole purpose of reserving a course place.
8. Funds received but not utilised or refunded in accordance with these Terms and Conditions will be forfeited to BSP.
9. BSP reserves the right to change the courses, tutors, dates and locations from the published timetables at its discretion.
10. Courses are not transferable between students / delegates.
11. All courses are non-residential unless specified otherwise. BSP will, if requested, assist by providing a list of suitable accommodation for non-residential courses but it is students' / delegates' responsibility to make their own accommodation arrangements.
12. Students / delegates are expected to conduct themselves at all times in a manner which demonstrates respect for BSP and its staff, fellow students / delegates and property. Breaches of the Student/ Code of Conduct can amount to gross misconduct, which may lead to expulsion from study (without refund).
13. Liability of BSP for losses arising from their negligence (except in the case of liability for death or personal injury), breach of contract or otherwise will be limited to the full amounts paid by the relevant student / delegate for the particular courses and/or study materials. Except in the case of liability for death and personal injury, such companies will have no liability for indirect or consequential loss or damage.
14. Computer Based Assessment and Examination fees include disbursements payable to the relevant examining body and a handling fee charged by BSP (which includes VAT).

15. Non-visa students residing in the Republic of Mauritius at the time of signing the enrolment form have seven working days to cancel their application by notifying BSP in writing. After such time, any sums paid will be non-refundable except in accordance with these terms and conditions. Any books or other materials received and returned in connection therewith must be returned unopened within seven working days after receipt and at the student's cost in order to receive a refund.
16. Students' / delegates' arrangements with BSP are governed by Mauritius law.

#### **Disclaimer and Limitation of Liability**

While BSP endeavors to ensure that the information on the BSP website is correct, we do not warrant the accuracy and completeness of the material on the site or in any corporate brochures or prospectuses. We may make changes to the material on the site or to the products and prices described in it at any time without notice, although we will provide notice of substantive changes to the BSP Privacy Policy. The material on the site is provided "as is," without any conditions, warranties, or other terms of any kind. Accordingly, to the maximum extent permitted by law, the BSP site is provided on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to the BSP site.

BSP and any of our group companies, and their officers, directors, employees, shareholders or agents of any kind, exclude all liability and responsibility for any amount or kind of loss or damage that may result to students or any third party (including, without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the BSP site in any way or in connection with the use, inability to use or the results of use of the BSP site, any web sites linked to the BSP site, or the material on such web sites, including, but not limited to, loss or damage due to viruses that may infect computer equipment, software, data, or other property on account of access to, use of, or browsing the BSP site or downloading of any material from the BSP site or any web sites linked to the BSP site. If your use of the material on the BSP site results in the need for servicing, repair or correction of equipment, software, or data, you assume all costs thereof.

Nothing in this legal notice shall exclude or limit our liability for: (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or (b) fraud; or (c) any liability that cannot be excluded or limited under applicable law.