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CLIENT FEE POLICY
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Client Fee Policy

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FEES TERMS AND POLICY

1. INTRODUCTION

1.1 These terms and policy apply to all clients registering for an AEE course of study.

1.2 By making a payment towards your fees, you agree to abide by the terms and conditions of this policy. For the avoidance of doubt, this means that by paying your Fee or an instalment of your Fees you are agreeing to the terms and conditions of this policy. It is therefore important to make sure you have read and understood this policy before you make a payment.

2. LIABILITY

2.1 In the event of a client fails to make payment in respect of the fees of the program, the client will be held personally liable for the payment.

2.2 Clients are personally liable for the payment of their fees to AEE, even where they have a sponsorship agreement or have arranged for AEE to receive payment on their behalf of an employer. If the sponsor fails to pay, the client will become immediately liable to pay fees.

2.3 Clients are liable to pay fees from the start date of their programme of study. Clients may set up an instalment plan to pay their fees in instalments. Clients who fail to pay their tuition fees will be withdrawn from their pathway.

3. PURPOSE

3.1 The purpose of this policy is to set out the Fee Terms and Policy, as well as liability and responsibilities that applies to clients upon entering into a contract with AEE for consulting or educational programme of study.

4. POLICY

4.1 All clients bear a personal liability for the Fees associated with any service provided by AEE.

4.2 In all cases, where a client withdraws from or terminates the project, the date of withdrawal/discontinuation/leave of absence is used by AEE in calculating Fee liability.

4.3 AEE offers clients the opportunity to pay fees in instalments via an agreed payment plan. Clients are required to honor their agreed payment plan until their Fee balance is cleared.

4.4 If it is determined that a client has over-paid AEE, or if a refund is approved, any refund amount will be first offset against any debt the client has to the AEE.

5. FEE AND RESPONSIBILITY FOR PAYMENT

5.1 The price for the Goods and/or Services shall be as stated in the Contract Documents and shall be deemed to be inclusive of all expenses and charges but exclusive of any and all VAT and/or other applicable taxes

5.2 No increase to the price may be made without our prior written consent.

5.3 When AEE has supplied the Services completing each of our five work packages we will submit invoices to us in accordance with the invoicing terms set out in the relevant Contract. Where no invoicing terms are set out and AEE has supplied the Services to a reasonable satisfaction, AEE will invoice for the applicable price. AEE pay valid, undisputed invoices within 30 days from receipt.

5.5 We will pay interest on any amount properly due at 4 percent per annum above the base lending rate of the Royal Bank of Scotland plc from time to time.

5.6 Invoices must be sent to the address specified in the Contract Documents. Each invoice should clearly identify the purchase order. If the purchase order must be clearly identifiable on the invoice.

5.7 If any Value Added Tax is to be paid, this is show this separately.

5.8 AEE will maintain and ensure sub-contractors maintain complete and accurate records of the Services provided by AEE under the terms of the agreement Contract including, without limitation, all payments made by the Client to AEE and by AEE to our sub-contractors.

6. CONFIRMATION OF PAYMENT

6.1 Payment is only deemed completed when AEE has received the cleared funds in its bank account. Payment can be made by electronic transfer of funds into AEEs bank account, by banker's draft or by debit or credit card. AEE does not accept any payment by cash or personal cheque.

7. CURRENCY

7.1 All fees published by AEE are in British pounds sterling (GBP, £). Fee information will be published in other currencies only where explicitly required by regulatory or external bodies. Any publication in currencies other than pounds (GBP, £) will be based on the exchange rate applicable at the time the amount is calculated. AEE cannot be held responsible for changes in global financial markets or currency exchange rates.

8. FEE REDUCTIONS

8.1 All fee reductions are awarded subject to terms and conditions. The 20% payment discount applies to clients who pay the overseas rate and to public servants, NHS workers, military, veterans, or police. To claim this discount, you must provide proof of your current or former role. please contact us to find out more about AEE's discounts.

9. PAYMENT OPTIONS

9.1 For security and fraud prevention payment can be made by electronic transfer of funds into AEEs bank account, by banker's draft. Your personal data will be used in accordance with the AEE's Privacy Notice. If you are making a payment on Directly into AEE's bank account (by internet, telephone banking or from any bank counter); please, quote the following information:

- Bank name: Starling Bank
- Account name: Academy of Enterprise Education Ltd
- Sort code: 60-83-71
- Account number: 41892750
- IBAN number: GB44SRLG60837141892750
- SWIFT / BIC CODE: SRLGGB2L
- Reference number: your 7digit client number and your name (e.g. 1799999 client name).
- Purchase order as payment. we do not accept Purchase Orders as a form of payment. All payments for course fees need to be received by the course start date to participate in the course.

IMPORTANT

You should ensure that you obtain a receipt which confirms the transfer as we may need to refer to this. Please note that bank charges may be deducted from your payment by the banks before it is credited to our account. This may result in an underpayment being received and you will be required to pay any such difference to us.

9.2 Failure to pay your tuition fees.

All clients are required to abide by the Fee Policy and to pay their Fees by the agreed deadline if paying in full, or by the instalment due dates if an instalment plan has been set up. Clients who consider themselves at risk of being unable to pay, or who become debtors, must discuss their situation with the Finance team at the earliest opportunity.

If you fail to pay in accordance with the Fee Policy or become a debtor:

- Your project will be suspended and access denied to any and all AEE materials related to the project and all online material
- We will withhold any information, data, results, certificates of award or transcripts for which you may be eligible until all outstanding tuition fees and where relevant, any accrued recovery costs, have been paid in full.
- We will use external agencies to recover debts.
- We will charge you £12.00 if your instalment payment is not received by the agreed due date or your payment is returned or recalled by your bank.
- If you default on an instalment, we reserve the right to terminate an instalment payment plan upon which the full account balance will become due.
- If you withdraw or adjust your course, we reserve the right to terminate an instalment payment plan, if any.

Please note that we reserve the right to refuse payment proposals that we do not think are appropriate and, in such circumstances, you will not be entitled to access online materials.

10. TERMINATION

10.1 We may tell you if we think you have breached any of your obligations or warranties under this Contract. If such a breach of contract is capable of remedy, we will give you an opportunity to remedy it to our satisfaction within 20 days.

10.2 If the breach cannot be remedied or if you fail to do so within the 20 days, we may terminate the Contract, in whole or in part, at any time by written notice.

10.3 If you believe that we have failed to pay a valid, undisputed invoice for sums properly due under the Contract, you should notify us in writing. We will have 30 days from receiving such notification to assess your claim and make payment if appropriate. If we have not paid your valid, undisputed invoice for sums properly due within 30 days of when we receive your written notification asking us to do so, you may terminate the Contract by written notice to us.

10.4 We may terminate the Contract immediately, in whole or in part, at any time, by written notice if:-

10.4.1 the Contract has been subject to substantial modification which would have required a new procurement procedure; or

10.4.2 the Contract should not have been awarded to you in view of a serious infringement of the obligations under the Treaties and the Directive 2014/24/EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union; or

10.4.3 you enter into any form of insolvency or bankruptcy proceedings or if we believe that you are unable to pay, or if you cease to pay, your debts as they fall due; or

10.4.4 you fail to comply with your obligations pursuant to Condition 2.7 above; or

10.4.5 you, as a result of any act or omission, in our sole opinion, cause damage or risk to our reputation

10.5 We may also terminate the Contract in the event of a failure by you to comply in the performance of the Contract with legal obligations in the fields of environmental, social and employment law.

10.6 The term of the Contract shall be the term set out in the Contract Documents but we may terminate the Contract, in whole or in part, at any time by giving you at least 30 days' notice in writing.

11. CONSEQUENCES OF TERMINATION

10.1 On termination or expiry of the Contract AEE will provide a report on the work carried out under the Contract. We will invoice on a pro rata basis for work that we have completed in accordance with the Contract unless we have terminated the Contract under Conditions 10.4 or 10.5 above, and we will have no further loss or liability to you.

10.2 On termination or expiry of the Contract AEE will stop using and, at our option, deliver to the Client or destroy any confidential information which is held whether in paper or electronic form.

12. FEE REFUNDS

12.1 AEE is committed to the fair and transparent application of fees and charges, including the processing of refunds as follows. You are entitled to request for a refund for the following reasons:

- overpayment of fees.
- withdrawal from the project/programme.
- Your entitlement to a refund will depend on several factors:
 - The date which the change in your project commenced.
 - Whether you have any outstanding debts with AEE - the amount owed will be deducted from the refund.
 - The date when your payment was received does not exceed 6 years.

12.2 If you are entitled to a refund, the refund will be:

- Processed within 14 working days of receipt of a correctly completed form (subject to authorisation by AEE).
- Made to the original payer.
- Made to the country from which the payment originated.
- Paid back to the original debit/credit card used to make the original payment (except when the original payment was made via PayPal).
- Paid to the original payer's bank details provided when the original payment was made via PayPal (please note that we will not be responsible for any exchange rate differences or service charges that may arise).

- Be calculated in Pounds Sterling; be for the amount specified by AEE as being refundable. AEE is not responsible for any fluctuation in exchange rates or bank charges, and refunds cannot be made by cheque or in cash.

12.3 Refund requests which are based on extenuating circumstances must be accompanied by documentary evidence, such as a medical or death certificate, or a refusal notice issued by the official authorities. If the request is due to a transfer, a letter confirming acceptance to another UK institution must be submitted.

12.4 In accordance with UK anti-money laundering laws, payments made by anyone other than the client cannot be refunded to the client, but must be returned to the original payer, except in the case of payments made by cash or banker's draft, in which case the refund will be made by bank transfer.

12.5 If a refund is granted, you will receive it within seven (7) working days once confirmation of banking details and all necessary documentation is received.

13. INFORMATION ON A CLIENT'S DEBT

13.1 Your information may be released or exchanged between different offices of AEE in the legitimate course of client debt collection activities. An example of this would be informing a pathway coordinator of the outstanding debt.

13.2 If the client falls into arrears of payment to the AEE, we reserve the right to disclose adequate, relevant, and sufficient personal data to a third party to enable the debt to the AEE to be pursued and recovered.

14. COMPLAINTS

14.1 If you are not satisfied with a decision taken regarding the fees you have been charged, the arrangements for payment, refunds or any sanctions imposed for non-payment, you may submit a complaint following the Complaints Procedures.

15. CANCELLATION BY AEE

15.1 Whilst every effort is made to avoid changes to our projects with clients, AEE reserves the right to withdraw or cancel its services. If, for any reason, AEE cancels a course, all course fees will be returned in full.

15.2 We cannot, however, reimburse the cost of any pre-booked travel arrangements and suggest that you might like to consider travel insurance to cover any significant costs incurred.

16. VARIATION OF CONDITIONS

16.1 AEE may, vary the terms and conditions contained in this Fees and Cancellation Policy, and you will be notified about those changes as may be necessary to comply with any law, or regulations.

16.2 AEE additionally reserves the right to make an addition, amendment, or alteration to these conditions as is deemed necessary by AEE.

17. GOVERNING LAW

17.1 These terms and conditions are governed by and construed in accordance with the laws of Scotland.

18. USEFUL CONTACTS

18.1 For queries regarding fee payment, payment deadlines and instalment agreements, please contact:

Finance Department

Email: finance@aoee.co.uk