

TERMS & CONDITIONS

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IN THESE TERMS AND CONDITIONS, THE FOLLOWING WORDS WILL HAVE THE FOLLOWING DEFINITIONS:

THE COLLEGE: SHARLEEN COLLINS ACADEMY. 32 LOWER LEESON STREET, DUBLIN 2.

THE ACADEMY: SHARLEEN COLLINS ACADEMY

THE STUDENT: THE PERSON PLACING THE ORDER TO PAY THE REQUIRED FEE FOR THE COLLEGE ONLINE COURSE AND/OR THE PERSON ATTENDING THE COLLEGE ONLINE COURSE.

COMMENCEMENT DATE: THE FIRST DAY OF THE SPECIFIC COLLEGE ONLINE COURSE APPLIED FOR AND CONFIRMED.

FINAL DATE: THE DATE ON WHICH THE STUDENT IS SCHEDULED TO HAVE HIS/HER LAST CLASS ON THE ONLINE COURSE.

CERTIFICATION: AN IN-HOUSE DIPLOMA FROM THE SHARLEEN COLLINS ACADEMY.

1 GROSS MISCONDUCT

WHAT AMOUNTS TO GROSS MISCONDUCT WILL BE AT THE DISCRETION OF THE ACADEMY. THIS CONDUCT WILL INCLUDE BUT WILL NOT BE LIMITED TO THE FOLLOWING:

- BULLYING/HARASSMENT
- THREATENING BEHAVIOUR/PHYSICAL VIOLENCE
- DELIBERATE DAMAGE TO COLLEGE
- ANY ACT OF DEFAMATION ON SOCIAL MEDIA OR OTHERWISE

2 FEES AND ENROLMENT

THE STUDENT WILL ONLY BE FULLY ACCEPTED ON AN ONLINE COURSE RUN BY THE ACADEMY FOLLOWING COMPLETION OF THE ENROLMENT PROCEDURE SET OUT BELOW:

STEP 1. THE STUDENT WILL BE PROVIDED WITH AN APPLICATION FORM FOR COMPLETION, A COPY OF THE ACADEMY'S TERMS & CONDITIONS AND A COPY OF THE ACADEMY'S POLICIES & PROCEDURES. ALL OF WHICH ARE TO BE SIGNED AND RETURNED BY THE STUDENT CONFIRMING THAT HE/SHE UNDERSTANDS THE NATURE AND CONTENT OF THE ONLINE COURSE TO WHICH THAT STUDENT IS APPLYING.

STEP 2. A NON-REFUNDABLE DEPOSIT TO SECURE YOUR PLACE ON THE ONLINE COURSE APPLIED FOR WILL BE PAID BY BANK TRANSFER, CHEQUE, CARD OR CASH AND ANY SUCH PAYMENT WILL BE MADE PAYABLE TO SHARLEEN COLLINS ACADEMY AND RETURNED TO THE ACADEMY ALONG WITH THE COMPLETED APPLICATION FORM, SIGNED TERMS & CONDITIONS AND SIGNED POLICIES AND PROCEDURES. IF CHOOSING TO USE A BANK TRANSFER, PLEASE ENSURE YOUR FULL NAME IS SHOWN.

STEP 3. AN ENROLMENT LETTER WILL BE SENT TO THE EMAIL ADDRESS OF THE PROSPECTIVE STUDENT INFORMING HIM/HER THAT THEIR APPLICATION HAS BEEN SUCCESSFUL. THE ENROLMENT LETTER WILL ALSO SET OUT THE AGREED PAYMENT PLAN AND PROPOSED ONLINE COURSE COMMENCEMENT DATE. ALL ONLINE COURSES MUST BE PAID FOR IN FULL IN ACCORDANCE WITH THE PAYMENT PLAN OUTLINED IN THE ENROLMENT LETTER.

IF A STUDENT FAILS TO MEET THE AGREED SCHEDULE OF PAYMENT THE FOLLOWING PROCEDURE WILL BE FOLLOWED:

1. THE STUDENT WILL BE IMMEDIATELY CONTACTED WITH AN EMAIL FROM ACCOUNTS AND THEREAFTER WILL BE CONTACTED BY A MEMBER OF THE SHARLEEN COLLINS ACADEMY TEAM TO NOTIFY THEM THAT THEIR PAYMENT HAS NOT BEEN RECEIVED AND THAT THEY HAVE THREE WORKING DAYS IN WHICH TO ISSUE PAYMENT. THE STUDENT WILL BE ALLOWED TO ATTEND THE ONLINE CLASS.

2. IF THE STUDENT STILL HAS NOT PAID THE INSTALMENT AND /OR BALANCE DUE THEN THE TOTAL OUTSTANDING BALANCE OF THE ONLINE COURSE FEE WILL BECOME IMMEDIATELY DUE AND PAYABLE. IN SUCH CIRCUMSTANCES THE MATTER WILL BE FORWARDED TO OUR DEBT COLLECTION FOR RECOVERY OF PAYMENT.

IF A STUDENT FAILS TO COMPLETE AN ONLINE COURSE FOR ANY REASON, ALL OUTSTANDING FEES WILL REMAIN PAYABLE TO THE ACADEMY. NON COMPLETION OF A COURSE WILL NOT WAIVE FEE OBLIGATIONS. STUDENTS WHO FAIL TO COMPLETE THE ONLINE COURSE BUT HAVE BEEN APPROVED FOR FUNDING ARE STILL LIABLE FOR REMAINING COURSE FEES. DEPOSITS AND PAYMENTS MADE ARE NOT REFUNDABLE.

IN THE EVENT OF A STUDENT NOT COMPLETING AN ONLINE COURSE FOR MEDICAL REASONS, WHETHER FEES REMAIN PAYABLE WILL BE AT THE FULL DISCRETION OF THE ACADEMY.

THE ACADEMY RESERVES THE RIGHT TO MAKE CHANGES TO ANY ACADEMY COURSE INCLUDING BUT NOT LIMITED TO COMMENCEMENT DATES, COURSE DATES, COURSE CONTENT, APP CONTENT, PORTAL CONTENT, LAYOUT OF A COURSE. FEES ARE NOT REFUNDABLE IF THE COURSE IS POSTPONED AND/OR INTERRUPTED BY EVENT(S) OUTSIDE THE CONTROL OF THE ACADEMY, BY AN ACT OF GOD OR TERRORIST ACT. IN SUCH AN EVENT, AN ALTERNATIVE COURSE DATE WILL BE OFFERED AND THE COURSE WILL BE RESUMED AS SOON AS POSSIBLE.

3 HEALTH

ANY HEALTH ISSUES THAT MAY AFFECT OR DISRUPT YOUR ONLINE COURSE (PHYSICAL, OR MENTAL) MUST BE DISCLOSED ON YOUR ENROLMENT FORM, OR IN PERSON TO YOUR HEAD TUTOR.

4 TRANSFERS

FOR ANY REASON A STUDENT WISHES TO TRANSFER TO ANOTHER ACADEMY COURSE, SUCH TRANSFER WILL BE AT THE SOLE DISCRETION OF THE ACADEMY AND SUBJECT TO AVAILABILITY. THE TRANSFER OF DEPOSITS AND/OR FEES TO OTHER ACADEMY COURSES WILL BE AT THE SOLE DISCRETION OF THE ACADEMY AND SUBJECT TO AVAILABILITY.

5 UPSKILLING COURSES

- STUDENTS CAN ONLY UPSKILL TO A HIGHER COURSE WITHIN THE FIRST 6 WEEKS OF THAT COURSE.
- STUDENTS WHO WISH TO UPSKILL TO A HIGHER COURSE SHOULD PAY FOR YOUR NEW COURSE AFTER PAYING OFF YOUR CURRENT COURSE FEES.

6 LIABILITY

- THE ACADEMY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM, OR ANY DELAY IN THE PERFORMANCE OF ANY OF THE ACADEMY'S OBLIGATIONS UNDER THE TERMS AND CONDITIONS THAT MAY BE CAUSED BY EVENTS OUTSIDE THE ACADEMY'S CONTROL.
- THE ACADEMY ACCEPTS NO LIABILITY FOR BEAUTY TREATMENTS THAT STUDENTS PERFORM ONCE THE ACADEMY COURSE IS COMPLETED.

7 DATA PROTECTION

- THE STUDENT ACKNOWLEDGES AND AGREES THAT ITS DETAILS SUCH AS NAME ADDRESS AND OTHER DETAILS AND ANY OTHER PERSONAL DATA (AS DEFINED BY THE DATA PROTECTION ACTS 1988-2018) MAY BE RETAINED BY AND PROCESSED BY THE ACADEMY IN CONNECTION WITH THE PROVISION OF COURSES.
- WE REFER YOU TO OUR DATA & PRIVACY POLICY AVAILABLE AT [HTTPS://SHARLEENCOLLINS.COM/PRIVACY-POLICY/](https://sharleencollins.com/privacy-policy/)

8 INTELLECTUAL PROPERTY

- ANY, CREATION, DESIGN, DISCOVERY OR DEVELOPMENT MADE OR DISCOVERED BY A STUDENT IN THE COURSE OF HIS OR HER STUDIES WHETHER SOLELY OR JOINTLY WITH ANOTHER OR OTHERS OR AT THE REQUEST AND UPON THE SUGGESTION OF THE ACADEMY OR OTHERWISE SHALL BE FORTHWITH DISCLOSED TO THE ACADEMY AND SHALL BELONG TO THE ACADEMY AND THE ACADEMY WILL AT ALL TIMES OWN THE INTELLECTUAL PROPERTY RIGHTS OVER ANY SUCH CREATION, DESIGN, DISCOVERY OR DEVELOPMENT.
- THE STUDENT AGREES TO ASSIGN TO THE ACADEMY ALL RIGHT, TITLE AND INTEREST IN AND TO ANY, CREATION, DESIGN, DISCOVERY OR DEVELOPMENT MADE, ORIGINATED OR DEVELOPED BY THE STUDENT IN THE COURSE OF HIS/ HER STUDIES AND SHALL WHENEVER REQUIRED TO DO SO (WHETHER DURING OR AFTER THE ACADEMY COURSE) ASSIST IN APPLYING FOR INTELLECTUAL PROPERTY RIGHTS IN IRELAND OR ANY OTHER PART OF THE WORLD IN RELATION TO SUCH CREATION DESIGN DISCOVERY OR DEVELOPMENT AND DO ALL THINGS NECESSARY FOR VESTING THE SAID INTELLECTUAL PROPERTY RIGHTS WHEN OBTAINED AND ALL RIGHTS ENTITLEMENTS TO AND INTEREST THEREIN IN THE ACADEMY ABSOLUTELY AND AS SOLE BENEFICIAL OWNER.
- ALL INTELLECTUAL PROPERTY RIGHTS REGARDING COURSE MATERIALS SHALL AT ALL TIMES BELONG TO THE ACADEMY.
- ANY RECORDING AND/OR SHARING OF COURSE CONTENT INCLUDING BUT NOT LIMITED TO ONLINE COURSE CONTENT, PORTAL CONTENT, APP CONTENT ETC. IS STRICTLY PROHIBITED. ANY BREACHES WILL RESULT IN THE IMMEDIATE TERMINATION OF YOUR ACCOUNT AND MAY ALSO RESULT IN LEGAL ACTION.

9 SOCIAL MEDIA

- THE STUDENT AGREES TO THEIR WORK / THEMSELVES BEING POSTED ON ANY OF SHARLEEN COLLINS ACADEMY'S SOCIAL MEDIA PLATFORMS THROUGHOUT / AFTER COMPLETION OF THE COURSE. THE STUDENTS PREFERENCE REGARDING THIS IS STATED IN THEIR ENROLMENT FORM.

10 GENERAL

- THE COLLEGE RESERVES THE RIGHT TO CHANGE THE ACCREDITATION ORGANIZATION FROM ONE ORGANIZATION TO ANOTHER OF EQUAL STANDING WITHOUT PRIOR NOTICE TO THE STUDENT.
- THESE TERMS AND CONDITIONS SUPERSEDE ALL EARLIER WARRANTIES, REPRESENTATIONS, STATEMENTS, OR AGREEMENTS (WHETHER WRITTEN OR ORAL). THE STUDENT ACKNOWLEDGES THAT IN AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS, IT HAS NOT RELIED ON ANY STATEMENT, WARRANTY, REPRESENTATION OR UNDERSTANDING OF ANY PERSON OTHER THAN WHAT IS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS.
- IF ANY PROVISION OF THESE TERMS AND CONDITIONS ARE FOUND BY ANY COURT OR ADMINISTRATIVE BODY OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, SUCH INVALIDITY SHALL NOT AFFECT THE REMAINDER OF THESE TERMS AND CONDITIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
- FAILURE BY THE ACADEMY TO EXERCISE OR ENFORCE ANY OF ITS RIGHTS OR REMEDIES SHALL NOT CONSTITUTE A WAIVER OF ANY SUCH RIGHT OR REMEDY, NOR SHALL IT PREVENT THE EXERCISE OR ENFORCEMENT OF THE RIGHT OR REMEDY AT ANY TIME.
- ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE TERMS AND CONDITIONS SHALL BE GOVERNED BY AND IN ACCORDANCE WITH IRISH LAW AND WITH THE IRISH COURTS HAVING EXCLUSIVE JURISDICTION IN RELATION TO SUCH.
- THE ACADEMY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO REMOVE FROM THE COURSE ANY STUDENT WHO IS DISRUPTIVE TO OTHER STUDENTS, FAILS TO MAKE PAYMENT IN FULL FOR THE COURSE, BREACHES HEALTH AND SAFETY GUIDELINES OR ENDANGERS THEMSELVES OR OTHERS, IF THEY ARRIVE EXCESSIVELY LATE OR MISS ANY PART OF THE COURSE. WHERE A STUDENT IS ASKED TO LEAVE THE COURSE FOR THE ABOVE REASONS NO REFUND WILL BE GIVEN.
- THE ACADEMY IS FREE TO MAKE CHANGES TO THE ONLINE COURSE CONTENT / DIARY IN ORDER TO FACILITATE THE NEEDS OF STUDENTS AND/OR THE ACADEMY.
- ANY COMPLAINT IS TO BE MADE IN WRITING VIA EMAIL ONLY SHARLEENCOLLINSACADEMY@GMAIL.COM PLEASE NOTE ALL COMPLAINTS WILL BE ACKNOWLEDGED BY EMAIL WITHIN 48 HOURS AND WE WILL ENDEAVOUR TO RESPOND WITHIN 28 WORKING DAYS FROM THE DATE OF ACKNOWLEDGEMENT.
- ALL TERMS AND CONDITIONS ARE ACCEPTED BY STUDENTS UPON THE BOOKING OF ANY COURSE.
- THE WITHIN TERMS AND CONDITIONS ARE APPLICABLE FOR STUDENTS ENROLLED FROM MAY 2020 AND NOT IN RESPECT OF ANY PREVIOUS ENROLMENT WHICH HAS BEEN POSTPONED OR RE-SCHEDULED.

DEPOSITS AND PAYMENTS ARE NOT REFUNDABLE BUT CAN BE CREDITED AGAINST FUTURE COURSE FEE'S IF APPLICABLE, UP TO A 6 MONTH PERIOD.

- FAILURE TO COMPLETE ALL PAYMENTS IN FULL AT DEADLINE DATES WILL RESULT IN STUDENTS NOT BEING PERMITTED TO SIT EXAMS, PHOTO SHOOTS OR AND RECEIVE PHOTOSHOOT IMAGES AND EXAM RESULTS.
- CANCELLATION FEE'S APPLY FOR LATE CANCELLATIONS.
- STUDENTS WHO RECEIVE FUNDING MAY BE STILL LIABLE FOR FULL COURSE FEES IF FUNDING HAS NOT BEEN RECEIVED WITHIN THE REQUIRED TIME FRAME SPECIFIED BY THE FUNDING AUTHORITY. SIMILARLY IF FUNDING IS DECLINED OR IF FUNDING IS NOT RECEIVED WITHIN THREE MONTHS STUDENTS MAY ALSO BE LIABLE FOR PAYMENT OF FULL FEES.
- IF A CLASS IS UNAVOIDABLY CANCELLED BY THE ACADEMY, THE ACADEMY AGREE TO MAKE THIS CLASS UP WITH THE STUDENT HOWEVER THE DAY/DATE AND TIME IS AT THE DISCRETION OF THE ACADEMY AND MAY NOT TYPICALLY FALL WITHIN THE NORMAL CLASS SET DAYS OR HOURS.
- SHARLEEN COLLINS ACADEMY PHOTOGRAPHERS BEAR THE RIGHT TO THE USE OF STUDENT IMAGES. IMAGES ARE THE PROPERTY OF THE PHOTOGRAPHER ACTING ON SHARLEEN COLLINS BEHALF.
- IN THE EVENT OF A STUDENT BEING ABSENT FROM A CLASS, TWO OTHER STUDENTS MAY HAVE TO PRACTICE ON ONE MODEL OR STUDENTS MAY WORK ON THEIR OWN FACE.
- THE ACADEMY DO NOT TAKE ANY RESPONSIBILITY FOR ANY ALLERGIC REACTIONS DUE TO THE USE OF PRODUCT IN CLASS ON STUDENTS OR ANY MODELS THEY BRING TO CLASS (INCLUDING THE USE OF SFX PRODUCTS). THE ONUS IS ON THE INDIVIDUAL STUDENT TO INVESTIGATE INGREDIENTS IN PRODUCTS PROVIDED BY THE ACADEMY.
- WHERE THE STUDENT HAS MISSED A CLASS, IT IS THEIR RESPONSIBILITY TO CATCH UP ON THE TOPICS & LESSONS MISSED, PRIOR TO RETURNING TO THE NEXT SESSION. THE STUDENTS RESPONSIBILITIES IN THIS CIRCUMSTANCE INCLUDE BUT ARE NOT LIMITED TO ARRANGING WITH CLASS-MATES TO COPY NOTES, FINDING OUT WHAT ASSIGNMENTS HAVE BEEN GIVEN BY THE TUTORS, WHAT NEEDS TO BE PREPARED BEFORE THE NEXT CLASS AND IF ANY ASSESSMENTS ARE SCHEDULED.
- WHERE THE STUDENT FINDS THAT THEY ARE STRUGGLING TO UNDERSTAND OR LEARN ANY ASPECT OF THE COURSE CONTENT, THEY SHOULD SPEAK TO THE RELEVANT TUTOR OR IF PREFERRED THE COURSE COORDINATOR. ASSISTANCE MAY RANGE FROM REPEATING A TOPIC IN CLASS TO SUGGESTIONS ON LEARNING AND PRACTICE TECHNIQUES RIGHT THROUGH TO ADDITIONAL TUTORING TIME. THIS WILL BE GIVEN ON A CASE-BY-CASE BASIS, AT THE DISCRETION OF THE TUTORS, IN CONSULTATION WITH THE COURSE COORDINATOR.
- NOTE THAT LATE-COMING TO CLASS OR EARLY LEAVING CLASS IS RECORDED ON STUDENT PROFILES AND MAY AFFECT ATTENDANCE REQUIREMENTS FOR EXAMINATIONS.