

10/8/2017 | 09:09:38

Dear Lorna Jeanette Noble

Welcome to CodeClan!

It is with great pleasure that I welcome you to CodeClan. Please find attached your student contract which outlines the responsibilities between you as a CodeClan student and CodeClan as the training provider for the Professional Software Development Course. The contract covers all the serious stuff including course fees, liability, refunds, your obligations regarding equipment, course materials and student policies so please read it carefully before confirming your acceptance.

You will be joining a growing network of career changers and upon completion will become part of the CodeClan Alumni. CodeClan is proud of its success in developing a network of committed individuals that are making a real impact within Scotland's vibrant digital sector.

CodeClan graduates have developed a strong reputation as people who have a growth mindset. That's one of the key reasons you've been selected for the Course and you'll find we do everything possible to accentuate this positive aspect of your personality during your time with us.

I recognise that by accepting a place on the Course you have made a significant decision and that completing it will take a considerable amount of time and personal commitment. Rest assured that CodeClan has put in place a number of support systems to help you from the point at which you apply through to when you graduate and become part of the CodeClan Alumni. We will cover this in more detail in your first week with us.

If you have any queries at all, please contact the CodeClan Student Admissions team at admissions@codeclan.com or 0131 290 2600.

After you have signed the acceptance slip electronically, the Student Admissions and Support Team will be in touch to make arrangements to assist with your enrolment onto the Course.

I look forward to welcoming you to CodeClan!

Best wishes

DocuSigned by:
Adam Bannon
F67C6EA00937407...

Adam Bannon
A/g Chief Executive

Student Contract



Ver 2.0

Issue date 20170403

Student Contract

1. The Contract

- 1.1. These terms and conditions constitute the terms of a legally binding contract (the "Contract") between you as the student (described as "you" below), and CodeClan Limited, a company registered under the laws of Scotland with company number SC506766, whose registered office is at 37 Castle Terrace, Edinburgh, United Kingdom, EH1 2EL.
- 1.2. Please read these terms carefully before you accept your Offer ("offer of a place on the course"). These terms tell you who CodeClan is, how you and CodeClan may change or end this Contract, what to do if there is a problem and other important information.

2. The Course Application and Acceptance process

- 2.1. Once you have accepted your place and paid your deposit, CodeClan agrees to provide you with a place on the Professional Software Development Course ("the Course") which will provide training and skills in software development.

3. Course Fees - see Appendix 1

- 3.1. On acceptance of an offer of a place on a CodeClan Cohort, you agree to pay CodeClan a non-refundable deposit in the sum of five hundred pounds Sterling (£500) (the "non-refundable deposit"), before starting the pre-course work. The non-refundable deposit shall be payable within (insert days) days of you signing this Contract. CodeClan shall inform you in writing if the non-refundable deposit remains outstanding within 30 days of issuing the Contract or 7 days prior to the pre-course start date. Failure to pay during this period will result in CodeClan declining a place on the course.
- 3.2. Upon receiving a signed contract, CodeClan shall issue you with an invoice for the remaining balance of the Course Fees, payable in accordance to the payment option in which you have nominated (see Appendix 1). Upon signing this Contract you are contractually bound to pay the Course Fees which must appear as cleared funds in CodeClan's bank account in line with timeframes presented in Appendix 1.
- 3.3. Where any course fee or part of a course fee remains unpaid after the due date for payment, CodeClan reserves the right to:
 - 3.3.1. cease supplying any Course materials to you without prejudice to the obligation to pay any fees due under this Contract;
 - 3.3.2. demand payment in full of all outstanding course fees; and
 - 3.3.3. terminate this Contract in accordance with clauses 3.1 and 5.3.1.

- 3.4. Whilst the preferred method of payment of course fees is by electronic bank transfer, if you arrange to pay through other methods you must ensure that CodeClan receives the full amount due after any charges that are payable.

4. Liability

- 4.1. CodeClan only provides you with Course materials and equipment for domestic and private use. If you use any of the Course materials and/or equipment provided by CodeClan for any commercial, business or resale purposes, CodeClan will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 4.2. Course materials are provided solely for the purposes of study and must not be used for any other purpose.
- 4.3. CodeClan will not be liable for any loss suffered by you resulting from any event which is beyond the reasonable control of CodeClan.

5. Term, Termination, Deferrals and Withdrawal from the Course

- 5.1. This Contract shall commence from the date on which you have signed the contract and paid the non-refundable deposit ("Commencement date"). The contract shall continue until the Completion Date, unless terminated earlier in accordance with terms of this Contract. The completion date means the last day of the course.
- 5.2. CodeClan reserves the right to terminate the Course at any time. In such circumstances, CodeClan shall repay any and all course fees received from you in respect of the Course (or part thereof) that has been cancelled, less any amount charged by CodeClan which is proportionate to the services performed by CodeClan until the date of termination by CodeClan.
- 5.3. CodeClan reserves the right to terminate this Contract for:
 - 5.3.1. Failure by you to pay the Course Fees on, or in advance of, the Course Payment Date and remains in default not less than fourteen (14) days after being notified in writing by CodeClan to make such payment (see Appendix 1);
 - 5.3.2. Any breach of CodeClan's Code of Conduct, subject to the Student Disciplinary Process (if applicable);
 - 5.3.3. If you fail to attend the Course for a continuous one (1) week period without notifying CodeClan;
 - 5.3.4. If you fail to make satisfactory progress during the Course;
 - 5.3.5. If you fail to meet the learning objectives of any Course Module or end of module Project;

5.3.6. If you fail to achieve a satisfactory standard in the pre-course work.

- 5.4. If you wish to defer the Course Start Date having paid the non-refundable deposit but before the Course Start Date, you should notify CodeClan along with a statement of your preferred new Start Date. CodeClan will endeavour to find a place for you on a suitable cohort dependant on availability.
- 5.5. If you wish to defer to a later Course Start Date during the completion of the first Module, you should notify CodeClan along with a statement of your preferred new Start Date acknowledging that you will be starting from the new Course commencement date, not the point at which you left. CodeClan will issue an addendum to this contract stating the new Start Date in agreement with yourself, and depending on availability. Any Course Fees paid against the original Course Start Date will be transferred to the new Course Start Date.
- 5.6. Under the terms of this Contract you can defer the Course Start Date once. If you wish to defer a subsequent time, this would be considered a cancellation under the terms of Clause 5.9.
- 5.7. If you wish to defer having completed at least the first Module, this would be considered a termination of your contract under clause 5.9 and CodeClan would retain fees paid proportionate to the amount of the Course you had completed, based on the refund policy (see Appendix 2). A new contract would be issued for the new Course Start Date and you would be liable to pay in full for that course.
- 5.8. If CodeClan changes the Course Start Date it shall issue you with prior written notice at least 30 days prior to the original Course Start Date along with an addendum to this contract.
- 5.9. If you decide to withdraw from the Course you must notify CodeClan in writing promptly and the Contract shall be automatically terminated from the date of CodeClan's receipt of this notice. You must inform CodeClan of your withdrawal via email:
admissions@codeclan.com

6. Refunds

- 6.1. Any reimbursements or refund as outlined in Appendix 2 due by CodeClan under this Contract, shall be:
 - 6.1.1. made without undue delay not later than thirty (30) days after the day on which it was informed about your decision to cancel this Contract; and
 - 6.1.2. made using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7. Equipment, Pre - Course Materials and Access to CodeClan Premises

- 7.1. On acceptance of the offer and payment of the non-refundable deposit, CodeClan will provide you with a link to the relevant Course materials required to complete the pre-course work ("Pre-Course Work Materials").
- 7.2. If you decide to rent a laptop, your responsibilities for this equipment will be accounted for under a separate Agreement and not this Contract.
- 7.3. Provided you (i) accept the Offer; and (ii) pay the Course Fees in accordance with clause 3.2, you shall be entitled to borrow, access and/or use such additional IT hardware, software, repositories, wi-fi access as is required in order to participate on the Course ("CodeClan Equipment"). You agree to only use such CodeClan Equipment for the purposes of participating in the Course.
- 7.4. At all times when using any of CodeClan equipment either on CodeClan premises or otherwise, you agree to abide by CodeClan's computer use policy which is included in the Student Handbook and Student Code of Conduct.
- 7.5. Once you have accepted the Offer and paid the nonrefundable deposit, you shall be entitled to use CodeClan premises to study for the Course during CodeClan opening hours provided your ID card is used at all times to gain access. Your right to access CodeClan premises shall continue until the earlier of (i) your completion of the Course; or (ii) termination or expiry of this Contract .
- 7.6. You shall be required to return all CodeClan equipment and all access passes relating thereto, with which you have been provided under the terms of this Contract within one week following the end date of the Course or immediately upon termination.

8. CodeClan Policies

- 8.1. You will be provided with a Student Handbook and Code of Conduct containing CodeClan's student policies which you will be required to accept on your induction day. You agree to comply with all Student Policies posted on the Student intranet and any additional policies as CodeClan has in place from time to time.

9. Data Protection

- 9.1. CodeClan has a Student Data Policy which you are required to comply with as part of your obligations.

10. General

- 10.1. If you are unable to attend any scheduled lessons, seminars or other Course related activity organised by CodeClan ("Course Activity") for any reason, you should notify CodeClan prior to the event. If you fail to attend the same Course Activity or series of

Course Activities for five working days without prior authorisation from CodeClan, CodeClan shall have the right to terminate this Contract and you will lose your place on the Course. In such circumstances you shall not be entitled to any refund of any fees paid under this Contract.

- 10.2. Copyright and all other intellectual property rights in all Course materials belong to CodeClan other than to the extent that such Course materials are required to be open source in order to comply with SQA ("Scottish Qualifications Authority") requirements. Subject to the foregoing, you agree to keep confidential and not copy any Course materials supplied to you by CodeClan or breach any intellectual property rights of CodeClan in the Course materials.
- 10.3. You agree to grant to CodeClan in respect of any work produced by you during the Course, a perpetual royalty-free licence to copy or display such work for the duration of the Course or for promotional purposes.
- 10.4. If you have any complaints relating to the Course or this Contract, you should follow the Complaints policy which is published on the Student intranet.
- 10.5. No failure or delay by CodeClan in enforcing any of its rights under this Contract shall be deemed to be a waiver of such right.
- 10.6. CodeClan may transfer its rights and obligations under this Contract to another organisation. You may not transfer your rights or obligations under this Contract to another person. You are not permitted to transfer your place on the Course to another person as places are awarded to specific individuals following an assessment process.
- 10.7. This Contract is between you and CodeClan and no other person shall have any rights to enforce any of its terms.
- 10.8. Each of the clauses in this Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 10.9. This Contract will be governed by Scottish law. The Scottish courts shall have exclusive jurisdiction to determine any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims).

Acceptance Slip:

I, ~~Lorna Jeanette Noble~~ hereby confirm my acceptance of the Offer issued by CodeClan for the Professional Software Development Course which commences on 20.11.17 / e18 and accept the terms of the Contract (including all Appendices), and the CodeClan Privacy and Cookies Policy.

☒ I have arranged to make payment of the £500 deposit to CodeClan.

Please ensure that you have read the Contract and all Appendices (which sets out details relating to the payment of the Course in more detail) before completing the following section:

I agree to pay for the balance of the Course fees by the following method and agree to pay course fees in line with the date/s outlined in Appendix 1:

Full Fee Payment

☒ Modular Fee Payment

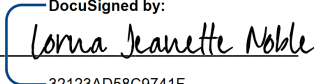
Professional Career Development Loan (PCDL)*

Other Third Party Payment Option

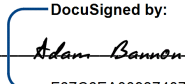
I hereby agree that CodeClan may provide the pre-course work to me immediately on receipt of the Deposit. I acknowledge that I will lose my right to cancel the Contract and obtain a full refund of the Deposit once CodeClan has issued the pre-course work to me. However, if I decide to cancel the Contract anyway, I agree to pay CodeClan an amount which is proportionate to the services performed by the CodeClan until the point of its receipt of my cancellation (see Appendix 2).

CodeClan would like to provide you with details of its products and services, including similar courses which the CodeClan or other selected third parties may provide by any method (including email and texts). Please tick this box if you agree to receive such information.

Student

Signed  32123AD58C9741F...
Date 9/8/2017 | 20:36:57 PM BST

On behalf of CodeClan

Signed  F67C6EA00937407...
Date 10/8/2017 | 09:09:38 AM BST

Adam Bannon
A/g CEO

*Please refer to Appendix 1 (section 3) - CodeClan will require evidence of your application for a PCDL. Please note that should the PCDL application be rejected by the finance provider you will be liable for the full fees of the Course as per section 3 of Appendix 1.

Appendix 1: Student Fees

1. Payment Method - Full Fee Payment

- 1.1. CodeClan will issue you with an Invoice for full payment of all Course Fees (less any deposit) upon receiving a signed Student Contract.
- 1.2. On acceptance of your Student Contract, you will be contractually bound to pay the Course Fees which must appear as cleared funds in CodeClan's bank account no later than three (3) business days prior to the Course Start Date ("the Course Payment Date").
- 1.3. The full course fee for the Professional Software Development Course is four thousand five hundred pounds sterling (£4500) (the "Course Fees"). The five hundred pound sterling (£500) non-refundable deposit to confirm your place on the Course will count towards payment of the Course Fees, leaving a final balance of four thousand pounds sterling (£4000).
- 1.4. Payment of the Course Fees as cleared funds is required three (3) business days prior to commencing the Professional Software Development Programme course.
- 1.5. Where any fee or part of a fee remains unpaid after the due date for payment, CodeClan reserves the right to:
 - 1.5.1. cease supplying any Course materials to you without prejudice to the obligation to pay any fees due under the Contract;
 - 1.5.2. demand payment in full of all outstanding fees; and
 - 1.5.3. terminate this Contract in accordance with the relevant clauses in the Contract.

2. Payment Method - Module Payments

- 2.1. CodeClan will issue you with an invoice for the payment of all Course Fees outlining the date for each Module in which these fees are payable (less any deposit) upon receiving a signed Student Contract.
- 2.2. On acceptance of your Student Contract, you will be contractually bound to pay the Module Fees which must appear as cleared funds in CodeClan's bank account no later than one (1) business day prior to the Module Start Date.
- 2.3. The full course fee for the Professional Software Development Programme is four thousand five hundred pounds sterling (£4500) (the "Course Fees"). The five hundred pound sterling (£500) non-refundable deposit made to confirm your place on the Course will count towards payment of the Course Fees, leaving a final balance of four thousand pounds sterling (£4000). The Modular Payment structure is payable as follows:
 - 2.3.1. First Module Payment, fifteen hundred pounds sterling (£1500) being for Week 1 to Week 5 of the Course is payable by close of business 3 working

days before the first day of Week 1 of the Course i.e. Tuesday of previous week.

2.3.2. Second Module Payment, one thousand pound sterling (£1000) being for Week 6 to Week 10 of the Course is payable by close of business 3 working days before the first day of Week 4 of the Course i.e. Tuesday of previous week.

2.3.3. Third and final Module Payment, fifteen hundred pounds sterling (£1500) being for Week 11 to Week 16 of the Course is payable by close of business 3 days before the first day of Week 9 of the Course i.e. Tuesday of previous week.

2.4. Where any fee or part of a fee remains unpaid after the Module Fee Due Date, CodeClan reserves the right to:

2.4.1. cease supplying any Course materials to you without prejudice to the obligation to pay any fees due under the Contract;

2.4.2. demand payment in full of all outstanding fees; and

2.4.3. terminate this Contract in accordance with the relevant clauses in the Contract.

3. Payment Method - Professional Career Development Loan

3.1. Students are able to apply direct to applicable financial institutions for a Professional Career Development Loan (PCDL).

3.2. CodeClan are a registered PCDL Provider (**Registration Number 21522**). If successful in securing a PCDL, the student's 'course related fees' will be paid direct by the financial institution to CodeClan upon successful application by the student.

3.3. CodeClan will require evidence of a student's application status for a PCDL which is required to be successfully confirmed prior to the start date of the course.

3.4. Students who are applying for or in the process of securing a PCDL are to pay a £500 deposit to secure their place on the course if the PCDL application is for the full cost of the course. When the PCDL has been approved and the first installment of course fees have been paid to CodeClan, this deposit will be returned to the student in line with the PCDL Provider Guidelines.

3.5. In the event a PCDL application is unsuccessful or withdrawn by the student/financial institution at any time prior to the start of a course or during a course, the student will be issued with an invoice for any outstanding fees.

3.6. In the event a PCDL application is successful but does not cover the full cost of the course fees (£4500), the student will be responsible for the balance of course fees outstanding in one single payment. In the event of this occurring an invoice will be issued to the student for any outstanding fees.

4. Payment Method - Third Party Payment Option

- 4.1. Should all or part of a student's course fees be paid by a third party CodeClan will issue the third party with an invoice for the amount of course fees payable. If a balance remains on course fees after a third party contribution, CodeClan will issue the student an invoice for which the balance is to be paid in full (unless otherwise agreed).
- 4.2. Third party arrangements will be outlined in the offer letter made to students attached to this contract.
- 4.3. Examples of third party payment options include but are not limited to:
 - 4.3.1. Student Scholarship
 - 4.3.2. Student Bursary
 - 4.3.3. Oil and Gas Training Transition Fund (SDS)
 - 4.3.4. Third Party Partnership Fund (eg: IntoWork)
- 4.4. Any student refunds (if applicable) will be made on a pro-rata basis in accordance with the Refund Policy (Appendix 2).

Appendix 2: Refund Policy**1. Payment Method - Full Fee Payment (Refund)**

- 1.1. If you decide to withdraw from the Course at any time, any refunds paid under this contract shall be in accordance with the following:
 - 1.1.1. between the completion of the pre-course work and the Course Payment Date, you shall not be entitled to a refund of the non-refundable deposit but will not be liable to pay any further course fees CodeClan.
 - 1.1.2. if you have paid in full prior to the Course Payment Date and withdraw prior to the Course Start Date, you shall not be entitled to a refund of the non-refundable deposit but you shall be entitled to a refund of the Course Fees.
 - 1.1.3. within four (4) weeks **after** the Course Start Date, you shall only be entitled to a refund of 40% of the Course Fees and you shall not be entitled to a refund of the non-refundable deposit;
 - 1.1.4. within eight (8) weeks **after** the Course Start Date, you shall only be entitled to a refund of 20% of the Course Fees and you shall not be entitled to a refund of the non-refundable deposit
 - 1.1.5. at any time thereafter, you shall not be entitled to any refund of the Course Fees or the non-refundable deposit, unless otherwise agreed with the CEO of CodeClan.

2. Payment Method - Modular Payment (Refund)

- 2.1. If you decide to withdraw from the Course at any time, any refunds paid under this contract (for Modular Payments) shall be in accordance with the following:
 - 2.1.1. between the completion of the pre-course work and the First Module Payment Date, you shall not be entitled to a refund of the non-refundable deposit but will not be liable to pay any further course fees to CodeClan.
 - 2.1.2. between the commencement and completion of Module 1 (Week 1 to Week 5) you shall not be entitled to any refund of module fees or deposit paid, but will not be liable for any further fees for Module 2 or 3.
 - 2.1.3. within one (1) week after the Module 2 or 3 Payment Date, you shall only be entitled to a refund of 40% of the relevant Module Fee and you shall not be entitled to a refund of the non-refundable deposit. You will not be responsible for any further Modular payments, if any remain.
 - 2.1.4. at any time thereafter, you shall not be entitled to any refund of Course Fees unless otherwise agreed with the CEO of CodeClan.