

**Survival School Ltd Scholarship General Terms and Conditions 2020 Entry. These terms and conditions cover the following scheme:**

1. Survival School Ltd Level 4 Scholarship Scheme

**1. Definitions and Interpretation**

1.1 Eligibility Criteria: means all the conditions which you must meet in order to receive the Scholarship and which are set out in Clauses 9,11,13,15 & 17 for each relevant scholarship.

1.2 Event outside our control: is defined in clause 6.

1.3 You/Your: means the person who registers for a Scholarship upon application under these terms and conditions;

1.4 We/Our/Us: Survival School Ltd, having its administrative offices at 1 Epworth Mount, Ocker Hill, Randwick, Stroud, GL6 6HU

1.5 Unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine and vice versa. Clause headings are for reference only and shall not be taken into consideration in interpretation.

**2. Our Agreement with You**

2.1 These are the terms in accordance with which you apply for a Scholarship as part of your enrolment on an Eligible Programme and in accordance with which we grant you a Scholarship, if any.

2.2 If successful, you will be registered and enrolled with us as a full-time or part-time student for a our Level 4 course and pre-requisites. You must abide by our Regulations and Policies in force from time to time.

2.3 Please ensure you read these Terms carefully. Any of your obligations under these Terms will become binding on you when you register in person with Survival School Ltd.

2.4 We may make changes to these Terms from time to time and the version that is applicable to you will be those that were in force at the date of your first enrolment with us.

2.5 Receipt of a Scholarship is subject to a completed Scholarship Agreement Form being signed and submitted by the given deadline. Survival School Ltd reserves the right to withdraw the offer of a Scholarship if it is not accepted by the given deadline.

2.6 Only two Scholarships will be awarded to eligible students. If you have been offered more than one Scholarship, you will be able to request which one you would prefer to receive.

2.7 If you wish to decline a scholarship offer from us prior to registering with Survival School Ltd please email [info@survivalschool.co.uk](mailto:info@survivalschool.co.uk). We will then withdraw our scholarship offer and confirm this in writing. Any offer of a place on one of our courses would not be affected.

### **3. Removal of a Scholarship**

3.1 We may remove the Scholarship immediately in the event that:

3.1.1 You withdraw from your programme of study; or

3.1.2 You are expelled, suspended or excluded from the whole or part of Survival School or your programme of study for academic failure; or

3.1.3 We are of the reasonable opinion that you have made any misrepresentation (whether negligently or intentionally) to us either in respect of applying for the Scholarship or during the course of and in connection with your studies at Survival School Ltd; or

3.1.4 We are of the reasonable opinion that you have acted fraudulently or dishonestly in connection with securing your Scholarship or place at Survival School Ltd.

3.2 In addition to requiring repayment in accordance with clause 4 below, in any of the circumstances set out in clause 3.1.2 or 3.1.3 above, we may also take such action against you as is permitted under our UK Law.

3.3 In the event of an intercalation, any payments will be suspended until you return and progress to the next stage of your course.

3.4 If at any stage, you decide to defer entry onto the course until the following year, then you will no longer be eligible for a Scholarship. You may apply again the following year, but an award cannot be guaranteed and you will be subject to the eligibility of whatever scheme operates in that year of entry.

3.5 Scholarships it will be withdrawn if you fail to:

3.5.1 Attend the required events

3.5.2 Demonstrate satisfactory commitment to, or do not progress satisfactory with your studies.

3.5.3 Inform Survival School Ltd that you are receiving another scholarship or form of funding, as stated in 12.9.

#### **4. Repayment of the Scholarship**

4.1 In the event that your Scholarship is removed in the circumstances set out in clause 3 above, you will be liable to pay us the monetary amount equating to your Scholarship, immediately on demand.

4.2 If we have made an error in calculating your Scholarship and as a result you have received any funds to which you were not entitled, we may request that you repay us the amount overpaid and you will be liable to repay it to us within 30 days of our demand.

4.3 In addition to any other rights we may have at law to take action against you for recovery or repayment of the amount equating to the Scholarship, the amount so outstanding will be treated by us as a sum due to us and may mean that you will not be awarded your qualification until you have made payment to us as requested.

#### **5. Marketing and Promotion**

5.1 You may be required to make yourself available at reasonable notice for any publicity and marketing campaigns which we may want to run in connection with our scholarship schemes, which may include but not be limited to public appearances, speeches, photographs, blogging and/ or tweeting or interviews.

#### **6. Events Outside Our Control**

6.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our control.

6.2 An event outside our control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

6.3 If an event outside our control takes place that affects our performance of on-going obligations under these Terms:

6.3.1 We will contact you as soon as is reasonably possible to notify you; and

6.3.2 Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control.

## **7. How We May Use Your Personal Information**

7.1 We will use the personal information you provide to us to administer the Scholarship scheme. We will retain all documents we receive in connection with the Scholarship scheme along with your other student records in accordance with our Data Protection Policy.

7.2 Once you are enrolled with Survival School Ltd, we will contact you using your email account. It is your responsibility to check this account regularly for important information regarding your Scholarship, and any other requests relating to the Scholarships scheme

## **8. Other Important Terms**

8.1 We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

8.2 No other person shall have any rights to enforce any of the terms of this Scholarship scheme.

8.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

8.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

8.5 These terms together with your Scholarship application form contain the whole agreement between us in relation to the operation of the Scholarship Scheme.

8.6 These Terms are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.

## **9. Eligibility Criteria**

9.1 You are eligible to be considered for a Survival School Ltd scholarship under these Terms if you meet all these criteria:

9.1.1 You are over 18 years of age and under 25 years of age on the first day of training.

9.1.2 Scholarship applicants must hold a GCSE in English and Maths.

9.1.3 You must have finished full time secondary education.

9.1.4 You must be domiciled in the United Kingdom between 1st March and 1st December

9.1.5 You must have a DBS check which proves your suitability to work with young people and vulnerable adults. Any records are dealt with on a case by case basis.

9.2 The scholarship will take the form of a full fee discount for the first year of study only. Students are liable to pay for the remaining years of their degree course.

## **10. The Process**

10.1 The award shall be made as a tuition fee scholarship by means of a fee discount. No cheque or payment shall be made direct to the student.

10.2 If we are of the reasonable view that you do not meet our Eligibility Criteria and you wish to appeal we will ask you to provide us with such proof as we deem necessary to make this assessment. You must supply us with the requested evidence as soon as reasonably possible.