



Premier Business
School



PRE-ENROLMENT INFORMATION

BACKGROUND

The Enrolment Form and these Terms set out the basis of your enrolment as a student at Premier Business School and will form part of any agreement between us. The Enrolment Form and these Terms contain information about your rights and obligations, as well as Our obligations and limitations of Our liability to you.

Therefore, it is very important that you read and understand these terms before you enrol with us (and where relevant ensure that Your Sponsor is aware of these Terms). You will be bound by the Terms once an Agreement comes into existence. If there is any term that you do not understand or do not wish to agree to, then please discuss it with one of our staff at the college before submitting your enrolment form

1. Interpretation

1.1 Definitions in this clause, or as otherwise defined in this document, apply in the Background section above, and in relation to the Terms set out in this document:

Additional Costs are costs payable by You in addition to Your Fees as set out on the Enrolment Form or as otherwise specified in clause 3.7.

Agreement means the contract that is formed between you and us for the provision of a Course as set out in clause 2;

PBS Premier Business School Course means the course or programme of study to be undertaken by you as specified on your Enrolment Form;

Course Start Date the date scheduled by Us for commencement of Your Course.

Enrolment Form Your order to enrol on the Course;

Fees the tuition fees for Your Course as specified on the Enrolment Form; Force Majeure Event shall have the meaning given in clause 11;

Rules means all rules, regulations, policies, codes and PBS procedures relating to your attendance on performance on and successful completion of the course

Sponsor means Your employer or any other third party that has agreed to pay the Fees on Your behalf.

Terms the terms and conditions set out in this document.

We, Us or Our means Premier Business School.

You or Your means the person applying for a course of study



2. The Basis of our Agreement

2.1 The Enrolment Form (once agreed by Us in accordance with clause 2.5) and these Terms set out the whole Agreement between us. Please check that the details in the Enrolment Form and these Terms are complete and accurate before You commit Yourself to the Agreement. If You think there is a mistake, please make sure that You ask Us to confirm any changes in writing, as We only accept responsibility for statements and representations made in writing by Our authorised employees.

2.2 Any descriptions or advertising we issue and any descriptions contained in our brochures are issued to provide you with an approximate idea of the courses we offer. They do not form part of the Agreement between you and us.

2.3 If any of these Terms are inconsistent with any term of the Enrolment Form, the Enrolment Form shall prevail.

2.4 By submitting Your Enrolment Form to us:

2.4.1 You agree to pay non-refundable administration charges as may be specified on the Enrolment Form, or as otherwise notified by us to you.

2.4.2 You offer to enter into a binding Agreement on these Terms, which we are free to accept or decline at Our absolute discretion.

2.4.3 You meet the academic entry criteria for the course chosen as required by ACCA.

2.5 Once you meet the minimum requirements to enroll for the qualification, you can enroll with the college, but it's your responsibility to register with ACCA. If you require assistance in this regard our friendly staff can assist you.

2.6 Any error or omission in any information, or document issued, by us shall be subject to correction by us provided that correction does not materially affect this Agreement.

2.7 You will be subject to the Terms and academic and professional body entry criteria in force at the time that You submit Your Enrolment Form, unless any change to these Terms is required by law or government or regulatory authority or by Us in light of academic review in which case We will notify You of the required change in writing and it will apply to our Agreement. We have the right to revise and amend these Terms from time to time and will give You prior notice of any changes to Our Terms. In the event that any amendment substantially changes the Agreement between Us, You can choose to withdraw from the Course and terminate this Agreement and We will provide You with an appropriate refund.

2.8 You accept that PBS collects and processes personal information about you in order to make admission decisions, to provide information and education, for administrative, health, safety, welfare and security reasons as well as to comply with our legal obligations and your academic or professional body. Some of the information may, because of its nature, be sensitive personal data. By submitting your Enrolment Form you agree to PBS collecting, processing and where appropriate forwarding that information when it is appropriate to do so.





3. Payment of Course fees and other costs

3.1 The Fees, the time for payment of the Fees and assessment fees in respect of academic courses are set out in the Enrolment Form, and subject to the foregoing, as set out below. Additional costs which are a result of Your failure in some aspect of assessment are set out below.

3.2 By submitting your Enrolment Form you represent, warrant and undertake that you have sufficient financial resources to cover the Fees and Additional Costs during the period of Your Course.

3.3 By submitting your Enrolment form it is agreed that it is Your intention to be assessed at the next available opportunity by the relevant academic or professional body.

3.4 A non-refundable fee is payable on enrolment and the rest of the fees can be paid either ones off or monthly spread over the semester.

3.4.1 Where fees are paid by a sponsor we will send the sponsor an invoice and expect the fees to be paid before the commencement of the semester.

3.4.2 Where fees for the whole

semester has been paid in advance, and a student wishes to withdraw from the college, an admin fee of 15% will be charged on processing of the refund. The student should communicate in writing their intention to withdraw before the beginning of the month in which they intend to withdraw. Where fees are paid monthly, there shall be no withdrawal allowed in the month of enrolment.

3.5 The Fees cover the cost of tuition and extra costs will be required to be paid by you for study material.

3.6 If You are enrolled on the Oxford Brookes Mentoring Programme, the

Fee includes three meetings with a mentor. If you are unable to attend a meeting you have arranged with your mentor, you must provide us with two days written notice prior to the meeting. If you fail to do so, the meeting will be deemed to have taken place and any additional meetings you require will be charged on a pro rata basis to the original fee.

3.7 In addition to the Fees, you shall also pay the following Additional Costs which will be payable as applicable to either the appropriate professional body or to us:

3.7.1 the costs for registering and maintain your registration with Your professional body which are payable to your professional body. Details of when payments are due are provided by your professional body.

3.7.2 Examination fees which are payable to your professional body. Your professional body will state the date by which examination fees are payable and it is your responsibility to ensure that the professional body receives the fees and credits your account by the

due date.

3.7.3 Where You fail a Paper on a professional course whether you have enrolled with Us for a course leading to that Paper or not then You may be required by Us to re-enrol on a course leading to that paper and pay the appropriate fees as stated in the Enrolment form for the new period of study. Where You fail to take and pass at least three papers in any twelve month period this may at Our discretion be deemed unacceptable progress under clause 4.3 below.

3.7.4 Any amounts quoted in the Enrolment Form or in these Terms are inclusive of value added tax.

3.8 If you have a sponsor, you must provide Us with a letter from Your Sponsor before the Course Start Date confirming Your Sponsor's agreement to pay Your Fees on Your behalf. You must ensure that Your Sponsor is made aware of these Terms before you submit Your Enrolment Form to Us. You are responsible for the payment of Fees even if a Sponsor has agreed to pay Your Fees. In the event that Your

Sponsor fails to pay the Fees, You will be solely responsible for such Fees. Our Agreement shall be with You and not Your Sponsor who shall not be party to this Agreement.

3.9 If You fail to pay Your Fees, any part of Your Fees or any Additional Costs for any reason, We reserve the right (at our discretion) to take one or more the following actions:

3.9.1 suspend or exclude You from Your Course;

3.9.2 undertake legal action against You to recover the Fees and any of Our Additional Costs, which shall include Our reasonable expenses for the costs of taking such an action.

3.9.3 We will charge you interest of 1% per month

4. Your Obligations

4.1 You must ensure that all the information you provide to the college is accurate

4.2 You must be at least 16 years old to be accepted to study with us. Particular courses have a higher minimum study age which is set out on the relevant Enrolment form.

4.3 You are required to register with the relevant academic or professional body and to keep Your registration details up-to-date for the duration of Your Course. You must make satisfactory progress with Your studies, assignments, homework, tests or examinations taken to Our reasonable satisfaction and based on Our reasonable discretion during the course. You are obliged to undertake all tests, assignments, homework and

exams connected with your course of studies and the results of these may be used in assessing your suitability to continue studies with us.

You are required to:

4.3.1 notify Us as soon as possible of any medical condition including pregnancy or any non-emergency health care or medical procedures you may require during the period of the Course prior to submission of Your



Enrolment Form and as soon as possible thereafter if this may affect Your ability to fully attend the Course;

4.3.2 comply with this Agreement, our Rules, and the reasonable requests of Our employees, authorised contractors or agents;

4.3.3 comply with all the requirements for attendance on a Course imposed by law and with all the

requirements of Your accrediting or professional body or other applicable third parties. For the avoidance of doubt, this may include criminal checks, health checks or other conditions of conduct;

4.3.4 Keep us informed of any changes in your personal and work circumstances and other such personal information detailed in your most recent Enrolment Form;

4.3.5 Behave professionally and appropriately at all times and in such a manner so as not to:

(a) cause a nuisance, injury or damage to other persons (in particular, other students, Our employees, authorised contractors, agents or any visitors) or to any of Our property;

(b) impede or prevent the provision of any programme for study offered by Us;

(c) cause damage to Our reputation.



4.4 If You fail to comply with Your obligations under clause 4.3 we will use reasonable endeavours to notify You of such failure and where appropriate arrange a meeting with You. However, We reserve the right to dismiss You with immediate effect from the Course and terminate this Agreement at any time on written notice for failure to comply with Your obligations under clause 4.3, or for any other behaviour which, in Our reasonable discretion, is deemed to be unprofessional, inappropriate or disruptive.

4.5 In particular, if an independent medical practitioner acting in their reasonable discretion considers that

any medical procedures you notify Us of in accordance with clause 4.3.1 are avoidable or could be undertaken at another time (other than during the period in which the Course is ongoing) then we may terminate this Agreement with You.

4.6 You are required to attend Your Course in full. An attendance register or other form of attendance monitoring will be used in each class to provide evidence of attendance. You must complete the Register to indicate Your attendance and notify Us immediately if You are unable to attend all or any part of the Course. If Your attendance (regardless of the reason for any

absence), in Our reasonable discretion is not of a satisfactory standard or less than 85%, We will provide written notice to You that continued failure to attend the Course may result in Your dismissal from the Course and we will inform your sponsor. If, following such notice, Your attendance on the Course in Our reasonable discretion continues to be unsatisfactory, We reserve the right to dismiss You with immediate effect at any time from the Course and terminate this Agreement.

5. Our Rights and Obligations

5.1 We shall provide an education service with reasonable skill and care.

5.2 We reserve the right to make variations to the contents and methods of delivery of, to discontinue, or to merge or combine courses if We reasonably consider such action necessary. In the event that We discontinue any course or amalgamate courses We will use reasonable endeavours to provide a suitable and acceptable alternative. If any change results in a substantial variation to Your Course, You are entitled to withdraw from the Course and terminate this Agreement and where possible we will arrange an appropriate refund.

6.1 By submitting Your Enrolment Form, You represent, warrant and undertake that you are entering into this Agreement for the purposes of completing Your Course and not for any other ulterior purposes.

7. Cancellation Deferments and Refunds

7.1 Subject to clause 2.4.1, We will

refund any Fees paid by you in advance. No refunds will be given in the month of enrolment if the fees are being paid monthly.

7.2 Either party may terminate this Agreement with immediate effect in the event of a material or persistent breach by the other party by providing written notice to the breaching party.

7.3 If the Agreement is terminated by you:

We can retain from the Fees paid to Us all costs reasonably incurred and losses suffered as a result of such cancellation or termination.

- One can defer fees from one month to the next if they communicate in writing a month before giving notice of their intention to defer.

8. Limitation of liability

8.1 If either of us fails to comply with these Terms, neither of us shall be responsible for any losses except for those losses which arise as a result of negligence of the other party and that We or You could reasonably foresee from the failure to comply with these

Terms.

8.2 Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to:

- 8.2.1** loss of income or revenue;
- 8.2.2** loss of business;
- 8.2.3** loss of anticipated savings; or
- 8.2.4** loss of data.

However, this clause shall not prevent claims for foreseeable loss of, or damage to, physical property caused by either of our negligence.

8.3 The total liability of either party under this Agreement (whether in contract or tort, including negligence) shall not in any event exceed the Fees paid by You or Your Sponsor in respect of the particular Course.

8.4 This clause does not include or limit in any way our liability for:

- 8.4.1** death or personal injury caused by our negligence; or
- 8.4.2** fraud or fraudulent misrepresentation; or

9. Events outside our control

9.1 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 events outside our reasonable control (Force Majeure Event).

9.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

9.2.1 civil commotion, riot, invasion, war (whether declared or not) or threat or preparation for war; or

9.2.2 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or

9.2.3 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or

9.2.4 impossibility of the use of public or private telecommunications networks.

9.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and We will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

10. Intellectual property rights

10.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that We prepare or produce for You (which shall for the avoidance of doubt include any materials prepared by Our employees, contractors or agents) in connection with the Course will belong to Us, or Our licensors, absolutely.

10.2 You may not Use the materials, documents or other items for any commercial purpose.



11. General

11.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

11.2 If We fail, at any time while these Terms are in force, to insist that You perform any of Your obligations under these Terms, or if We do not exercise any of our rights or remedies under these Terms, that will not mean that We have waived such rights or remedies and will not mean that You do not have to comply with those obligations. If We do waive a default by You that will not mean that We will automatically waive any subsequent default by You. No waiver by Us of any of these Terms shall be effective unless We expressly say that it is a waiver and We tell You so in writing.

11.3 A person who is not party to these Terms (including without limitation Your Sponsor) shall not have any rights

under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

11.4 These Terms shall be governed by Zimbabwean law and You and We both agree to the non-exclusive jurisdiction of the Zimbabwean courts

PBS Refund Policy ALL Students

1. Request to refund a credit balance:
 - Evidence: Signed request in writing or by email.
 - Refund will be made within 2 working days of initial request.
2. Discontinued student:
 - Evidence - notice of discontinuation.
 - Pro rata fee refund for any pre-paid complete unattended periods of study, within 2 working days of discontinuation notification.
3. Bank transfer for a refund to an overseas bank account will incur a \$30 bank charge.
4. No refund will be given in the month of enrolment if fees are being paid monthly.

Course Cancellation

- Where for reasons beyond the college a lesson has to be cancelled, communication shall be made to the students by email and sms at least two hours before the commencement of the lecture. Arrangements for a makeup lesson will be agreed by the students and the lecturer in consultation with the administrator at a convenient time for all parties.
- Lectures can only be postponed or cancelled for reasons beyond the college's control.

Course Transfer

You can transfer from one module to another at no extra cost if they are at the same level.

Should you be switching to a more expensive module you will be required to top up the balance.

Visa application support

We do not offer support for visa applications.



CONTACT US

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www.pbsafrica.com



Premier Business School

OFFICE USE ONLY

Enrolment / Identification No. _____
Entered by _____

PASSPORT SIZE PHOTO

ENROLMENT FORM

1. PERSONAL DETAILS

Title	Surname	First Names	DOB (dd-mm-yyyy)
Identity No.	ACCA Student No.		
Address			
Tel (Bus)	Cell	Email	

2. NEXT OF KIN

Title	Surname	First Names	Cell
Residential Address			
Relationship to Student			

3. STUDENTS/SPONSORS PAYING FEES

Mode of Payment

Cash	Amount (\$):	Do not send by post
Transfer	Amount (\$):	I enclose a transfer copy of transfer paid to NMB Bank Avondale Acc 280004952 'Premier Business School'

4. STUDENT DECLARATION (We require the following essential information to complete your enrolment. Please tick as appropriate)

<input type="checkbox"/> I confirm I have registered with ACCA	<input type="checkbox"/> I consent to PBS providing my details to ACCA to ascertain exam pass rates
Do you have any criminal convictions?: <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If yes please attach details about your offence and conviction, including dates</i>

If you have a long term or permanent disability you should inform our Registrar accordingly

Intended Start Date	Jan 2021	May 2021	Jul 2021	Aug 2021	<i>NB: Amounts must be paid in full before the commencement of the first course</i>
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Non Refundable Enrolment Fee : \$5 Payment Terms: Full amount is payable on registration or paid in monthly installments

ACCA COURSES 2021		
TICK APPROPRIATE	DIPLOMA	\$45
	Business & Technology	
	Management Accounting	
TICK APPROPRIATE	APPLIED SKILLS	\$50
	Corporate & Business Law (English)	
	Performance Management	
	Taxation (UK)	
	Financial Reporting	
TICK APPROPRIATE	STRATEGIC PROFESSIONAL	\$60
	Strategic Business Leader	
	Strategic Business Reporting	
	Advanced Taxation (UK)	
	Advanced Financial Management	
	Advanced Performance Management	
	Advanced Audit & Assurance	

FOR OFFICE USE ONLY

TOTAL PAYABLE FEE:			
DATE	PAID	COMMENTS	BALANCE

How did you hear about us?

BY SIGNING THIS ENROLMENT FORM, I CONFIRM THAT I HAVE READ THE FULL TERMS AND CONDITIONS AND AGREE TO ABIDE BY THEM

- Please note that full semester fees are payable. If for whatever reason you are not able to continue attending lectures, please advise the school in writing in advance. Failure to do so will result in fees accruing and legal action will be taken for non-payment, for which you hereby consent to payment of costs on an attorney and client scale and collection commission. Any deregistration should be done by the last day of the month preceding the month in which the deregistration should be effective.
- By signing this form I agree to be registered for both face to face and PBS Ecampus.
- Access to online video lectures will be disabled upon deregistration.
- No extra lessons are allowed and no money should be paid to tutors. All payments should be made to the office.
- Students who have less than 85% attendance during a semester will be reported to their sponsors or parents.
- An admin fee of 15% is charged on all refunds and no refund is given in the month of enrolment.
- Fees for the following month should be paid by the last day of the previous month, failure to do so will result in you being removed from classes.
- Study material bought from the college should not be photocopied.
- The balance shown below should be paid before the end of the semester, failure of which will result in the college taking legal action against the student or the sponsor.
- Before signing this Enrolment Form, students are reminded to ensure that they have clearly understood all the terms of their enrolment with Premier Business School, in particular clauses concerning refunds, deferrals, waivers and course transfers.
- Unless terminated by the student, this contract remains binding for the full semester

Student's Signature: **Date:**

Sponsor's Name:..... **Signature:**.....