

Holmes Institute Botswana – Terms and Conditions of Enrolment

- 1.1. These Terms and Conditions for students (**Terms**) form part of any agreement between Holmes Education Group Botswana Pty Ltd trading as Holmes Institute Botswana (**HIB**, **we**, **us**, or **our**) under which we agree to enrol you as a student on one of our programmes and provide you with our tuition and ancillary services.
- 1.2. These Terms set out your rights and obligations, as well as our obligations and the limitations of our liability to you under any agreement between you and us.
- 1.3. It is therefore important that you read and understand these Terms before you accept an offer of a place on a programme with HIB.
- 1.4. If you do not understand any part of these Terms, please contact our Admissions team at: HIBadmissions@holmeseducation.group before accepting an offer.

2. Definitions

The definitions set out below apply in these Terms:

“Business Day” means any day, other than a Saturday, Sunday or public holiday in Botswana.

“Programme” means the programme as detailed in the Offer.

“International Student” means a student who requires a student visa to study in Ireland.

“Offer” means the offer pack provided to you if your application is successful. It includes your Offer and these Terms.

“Tuition Fees” means the definition as set out in term 5.1.1.

“HIB” means Holmes Education Group Botswana Pty Ltd trading as Holmes Institute Botswana.

Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

Term headings do not affect the interpretation of the Terms.

Any words following the terms **including**, **include**, **in particular**, **for example**, or any similar expression, shall be construed as illustrative and shall not limit the sense of words preceding or proceeding these terms.

3. Introduction

- 3.1. HIB is a private higher education provider in the Republic of Botswana.
- 3.2. All students enrolling at HIB will be enrolled on HIB’s student management systems.

3.3. The Terms and the following documents together form the whole agreement between HIB and you (**the Agreement**)

- 3.3.1. The Offer;
- 3.3.2. HIB's policies and regulations.

3.4. Our Agreement is formed when you accept an offer of a place on a Programme at HIB. Therefore, please check that you have read and understood each of the documents listed in term 3.3, above, and these Terms, before accepting an offer.

3.5. If there is any inconsistency between these Terms and HIB's terms and conditions or HIB's policies and regulations, the terms and conditions in these Terms shall prevail.

3.6. During your time studying at HIB, you may stay in accommodation recommended by HIB or another third-party accommodation provider, which will be subject to separate terms and conditions between you and the accommodation provider. HIB is not responsible for your accommodation preferences.

3.7. We may revise and amend the Terms from time to time and will use our best endeavours to provide you with prior notice of any changes to the Terms.

4. Acceptance and Enrolment

4.1. You can accept an offer of a place on a Programme at HIB by following the steps set out in the Offer. Provided you have complied with the steps set out in the Offer, our Agreement will be formed when you send the signed offer of acceptance form to us, by the method described in the Offer.

4.2. Subject to terms 4.3 and 4.4, on acceptance of our Offer and compliance with any conditions set out within it, you will be entitled to enrol as a student of HIB for the academic year set out in the Offer.

4.3. You may not be permitted to enrol with HIB if:

- 4.3.1. you have not paid the Tuition Fees or, where applicable, provided information regarding payment of the Tuition Fees as required;
- 4.3.2. where applicable, you have not complied with the financial conditions set out in term 6.1, below;
- 4.3.3. you do not have the correct visa documentation (International Students only);
- 4.3.4. you have provided incorrect, misleading, untrue or fraudulent information or you have withheld any information that might be relevant to your application for a place on a Programme (including in instances where we cannot verify your documentation; and
- 4.3.5. you fail to provide us with any documentation, or any other information, reasonably requested by us in the Offer or otherwise, by the date specified by us.

In such circumstances we may either (i) not enrol you, (ii) suspend you, or (iii) withdraw you from the Programme and terminate our Agreement.

4.4. You must enrol as a student of HIB for each subsequent academic year during your Programme in accordance with the instructions provided to you by HIB. You will be entitled to enrol with HIB provided that you:

- 4.4.1. pay the Tuition Fees (for the relevant academic year);
- 4.4.2. have not been withdrawn from the Programme;

4.4.3. are not suspended from your Programme; and

4.4.4. you have met the relevant progression requirements for the previous years of your Programme, as described in the Offer.

4.5. We do not normally permit students to defer their enrolment. However, under exceptional circumstances HIB's Admissions Committee may, in its discretion, grant a deferral of up to one academic year. If you are seeking to defer your enrolment, please note that you will not be entitled to a refund of any payments already paid to us (including any Tuition Fees, accommodation deposit and any other charges) on the sole basis of such deferral. In such instances where a deferral is approved, all advance payments received by HIB will be held and rolled forward towards the fees for subsequent academic years. Where a deferment occurs, fees may increase, and you will be expected to cover the difference between your fees already paid on the old price and the fees which are now owed for the new price to enrol.

5. Payment of Tuition Fees and Additional Fees

5.1. Your Offer contains:

5.1.1. details of the tuition fees and the tuition fee deposit, payable by you for the Programme; and

5.1.2. where applicable, details of the deposit payable by you for accommodation.

5.2. You shall pay the Tuition Fees, and the required deposit (which shall include the tuition fee deposit) in cleared funds by the date specified by us in the Offer (or as otherwise specified to you), by any method of payment set out in the Offer.

5.3. All Tuition Fees are payable in advance of the relevant academic year and any accommodation fee deposits payable are taken as part payment towards the Tuition Fees, as the case may be.

5.4. In addition to the Tuition Fees, you may be required to pay additional costs relating to your Programme ("Additional Costs") which you agree to pay to HIB, or any relevant third party, as instructed. Additional Costs may include (noting this is not an exhaustive list):

5.4.1. administration charges for any late or dishonoured payments;

5.4.2. fees for late enrolment;

5.4.3. bank charges (including for international transfers and currency conversion);

5.4.4. accommodation fees;

5.4.5. student membership fees;

5.4.6. assessment re-sit fees (cost on website);

5.4.7. examination re-sit fees (cost on website);

5.4.8. fees to re-take a module (up to 25% of the entire semester's tuition fee)

5.4.9. fees for additional, non-timetabled tuition hours provided by HIB to support any assessment re-takes (fees will vary depending on the Programme and individual student needs);

5.4.10. printing costs;

5.4.11. the cost of a laptop or portable computer;

5.4.12. field trips (if applicable);

5.4.13. prescribed textbooks and learning materials;

5.4.14. costs for medical insurance;

5.5. Additional Costs are payable by you as and when requested by us or by a third party (as the case may be).

5.6. Any fees payable to us under our Agreement or otherwise in connection with your Programme are payable in Euros and must be paid by any of the following methods:

- 5.6.1. bank transfer;
- 5.6.2. debit card
- 5.6.3. credit card;

Note: cash payments are not accepted in any circumstances.

5.7. You must ensure that your name and your unique HIB student ID is used to reference any payments and you must promptly notify us by email at HIBadmissions@holmeseducation.group when payment is made, attaching proof of your payment.

5.8. If a financial sponsor is paying your Tuition Fees on your behalf, you must ensure the sponsor is made aware of these Terms before you accept an offer. You are responsible for payment of the Tuition Fees even if you arrange for a financial sponsor to pay these on your behalf.

5.9. If you are paying the Tuition Fees yourself and you fail to pay all or any part of them for any reason, we reserve the right to take one of the following actions:

- 5.9.1. suspend or withdraw you from your Programme;
- 5.9.2. withhold your results and not permit you to graduate;
- 5.9.3. withhold any documentation required for a visa extension;
- 5.9.4. take legal action against you for the recovery of fees, including claiming the expenses for undertaking such an action; or
- 5.9.5. terminate our agreement to you immediately on written notice.

Prior to taking any action listed in this term 5.9, we will try to contact you to request payment and discuss how the issue may be resolved.

5.10. Any re-take fees payable by you to re-take a module on your Programme are payable prior to the commencement of the semester in which the module is to be taken.

5.11. Unless otherwise advised, students are permitted to enrol up to two weeks after the start of teaching (the "Census Date"). However, where a student arrives after the first day of teaching in Botswana but by no later than the Sunday of the first week of teaching, then they may be charged a late enrolment fee of BWP500. Where a student arrives in Ireland one week after the start of teaching, but by no later than the Sunday of the second week of teaching, then they may be charged a further and additional late enrolment fee of BWP500. Students must clear this (these) late enrolment fee(s) prior to their enrolment. Should a student not clear this (these) fee(s), then they will not be permitted to enrol in their programme. Should a student not be permitted to enrol in their programme due to the non-payment of this (these) fee(s), the student will have a 100% liability for the entire cost of their programme. This (these) late enrolment fee(s), amongst other things, cover the cost make up tutorials that students are required should they be late to arrive in the Institute for any reason.

5.12. Payments will not be valid where:

- 5.12.1. the payee is not authorised to use the payment method used; or
- 5.12.2. the payment does not reach the nominated HIB bank account.

Where a card provider declines or refuses a payment or where incorrect details have been provided by the payee and a payment does not reach the nominated HIB bank account, HIB is not obliged to notify the payee and accepts no liability for any losses.

5.13. The Tuition Fees stated are correct at the time of publication. You acknowledge that the Tuition Fees payable after the first year may be subject to annual increase. Such increases may be due to increases in the Consumer Price Index or due to regulatory changes. We have no control over or responsibility for fees payable to third parties.

6. Financial Conditions: Application/Enrolment Stage

6.1. If you are an international student, you must demonstrate to HIB that you have acceptable and sufficient sources of funding for the duration of your Programme.

6.2. You will only be permitted to enrol on your Programme if all required advance payments, including the Tuition Fees for the applicable academic year, have been paid in full (or, in the case of DTEF sponsored students, written confirmation of sponsorship has been provided) by the date specified by us, or if no date has been specified by us, by the date of enrolment (and we have received proof that such payment has been made).

7. Cancellation

7.1. You may cancel your enrolment at any time prior to your enrolment date, however, should you cancel your enrolment, you will be subject to a BWP1000 administration fee.

7.2. If you cancel your enrolment at any time after the enrolment period, you are subject to the liability for your tuition fees provided for in clause 12.

8. Your Obligations

You agree to:

8.1. Subject to clause 4 above, enrol for each academic year of your Programme by 9:00am on the Monday of Teaching Week 1, the dates of which will be notified to you by us. *Exceptions to this may only be permitted at the discretion of HIB, must be confirmed in writing by us and may be subject to a late enrolment fee.*

8.2. Attend lectures, seminars and tutorials, submit assignments and undertake examinations unless agreed otherwise with us because of extenuating circumstances;

8.3. At all times during your programme, comply with:

- 8.3.1. These Terms;
- 8.3.2. Our Student Charter;
- 8.3.3. Any applicable policies, rules, regulations related to your Programme and notified to you;
- 8.3.4. All reasonable requests of our teaching and support staff;
- 8.3.5. All requirements as imposed by law or regulation.

8.4. Behave appropriately at all times and in such a manner so as not to:

- 8.4.1. Cause a nuisance, injury or damage to other persons (in particular other students, our employees, authorised contractors, agents and any other visitors);
- 8.4.2. Intentionally or recklessly misuse or interfere with equipment or facilities provided to you by HIB;

- 8.4.3. Impede or prevent the provision of any programme of study offered by HIB;
- 8.4.4. Willfully cause damage to our reputation.

- 8.5. Disclose details of any criminal conviction received during your time on the Programme that, had it existed at the time of your application or first enrolment, would have meant you were not permitted to enrol on the Programme;
- 8.6. Keep your contact details provided to HIB up to date and inform HIB promptly of any changes to them;
- 8.7. Ensure that you have a working laptop computer for the duration of your programme;
- 8.8. Live within a 90-minute commute of the HIB campus;

If you fail to comply with any of these obligations we may: notify you of such failure and where appropriate arrange a meeting with you to attempt to resolve the situation; and/or if your breach is serious or persistent, immediately on written notice, withdraw you from your Programme and terminate our Agreement.

9. Our Rights and Obligations

- 9.1. We shall provide our tuition services with reasonable skill and care.
- 9.2. Programme start and end dates are not expected to change. However, subject to term 9.3 below, we may need to change Programme dates, cancel Programmes or modules, and change tutors and locations from the published timetables. Where this occurs, we will endeavour to give as much notice as possible and explain to you why such a change has had to occur. Where possible, we will try to offer an alternative academic programme, venue or tutor (visa regulations permitting where applicable).
- 9.3. Where we make a change pursuant to term 9.2 above that materially affects you, to your detriment, you may withdraw from the Programme and terminate our Agreement immediately by written notice to us and we will reimburse you for any reasonable costs incurred by you. Please note that it is expected that you mitigate for any costs incurred and we will not be responsible for any costs you have not mitigated against incurring, including mitigation such as taking out relevant insurance for not being able to travel for your programme.
- 9.4. If you have a complaint relating to any academic or non-academic aspect of the Programme, please refer to our Complaints and Grievance Procedures.

10. Changes to the Programme

- 10.1. We will endeavour to ensure that the information provided to you on programmes offered is as accurate as possible. We will consider changes to our programmes very carefully and hope to minimise changes as much as possible.
- 10.2. If changes are required, we will use best endeavours to minimise any disruption to your academic experience.
- 10.3. We reserve the right to make changes to programme at any time or the following reasons:
 - 10.3.1. Unplanned absences of key members of academic staff;

- 10.3.2. To make updates to programmes to reflect best practice or new academic developments and to refresh programme curricula to ensure their currency for the benefit of students;
- 10.3.3. To improve and enhance students' experience of a programme, or to incorporate changes arising from student feedback for the benefit of students;
- 10.3.4. To alter the approach to methods of delivery of programmes such as the timetable, location, number of classes and methods and timings of assessments;
- 10.3.5. To meet external, professional or accrediting body requirements;
- 10.3.6. To safeguard academic standards, for example, in response to external examiner feedback; or
- 10.3.7. In response to a government or regulatory directive to change the programme in any way.

10.4. A significant change to the programme is where there is a change:

- 10.4.1. To the award title;
- 10.4.2. To the accreditation arrangements;
- 10.4.3. To the content of the programme (such as the removal of multiple mandatory modules);
- 10.4.4. To the method of delivery or method of assessment in multiple different modules; or
- 10.4.5. To the location in which the programme is taught.

10.5. In the unlikely event that we (i) discontinue or do not provide your programme of study; or (ii) significantly changes the content of your programme, or (ii) significantly change the location at which your programme is taught, and any such change may adversely affect you, we will:

- 10.5.1. notify you at the earliest possible opportunity; and
- 10.5.2. in the event that you choose to withdraw from the programme, make an appropriate refund of tuition fees and deposit paid to you under our Protection of Enrolled Learner (PEL) policy as stated on our website.

10.6. Where there is a significant change to the programme **during the application stage**, we will highlight this change to you when we are making the Offer to you. Where you then accept the Offer, we will treat this as your agreement to the change in the programme.

10.7. Where there is a significant change to the programme **after accepting your offer**, which may adversely affect you, we will notify you about this change as soon as possible. If you request us to do so, we will seek to offer you a suitable replacement programme with us for which you are qualified for, or if we are unable to offer you a suitable replacement programme with us, we shall seek to refer you to a comparable higher education institution offering a suitable replacement programme. Where you do not wish to accept our offer of a replacement programme or we are unable to offer a replacement programme at a comparable higher education institution, you will be entitled to withdraw your application and we will provide you with a refund of the tuition fees you have paid to us.

10.8. Where there is a significant change to the programme **after commencing your programme** these changes would be subject to consultation with you in advance (where possible) about proposed changes, would by implication be considered by the you and us to be a variation to the contract in place with you, and be agreed by consent by you on the basis of you *continuing to be enrolled in your studies* and not requesting you be withdrawn from your study.

10.9. If you do not consent to a change for any reason, we will arrange to discuss the matter with you formally within a reasonable period and seek to find a resolution to which both parties can agree.

- 10.10. If no resolution can be agreed upon within a reasonable period, you have a right to withdraw from your programme. If you have already commenced your programme, any refund issued to you where you do not agree to a significant change where we perform our obligations to you under clause 10.8 above, will be paid to you at our sole discretion.
- 10.11. Most changes to programmes will become effective from the start of the next Academic Year, but in-year changes may be made by us for reasons beyond our control (including but not limited to the reasons set out in clause 15).
- 10.12. If you do not agree with a change of programme, you may complain to us per our Complaints and Grievance Procedure.

11. Withdrawal and Termination

- 11.1. **Withdrawal by you.** You may withdraw from the Programme and terminate our Agreement at any time by giving notice in writing to HIBadmissions@holmeseducation.group. Withdrawal from the Programme and termination of our Agreement will take effect from receipt of your written notice.
- 11.2. **Withdrawal by us.** We may withdraw you from the Programme and terminate our Agreement immediately by notice in writing if:
 - 11.2.1. You fail to meet any conditions of the Offer made to you;
 - 11.2.2. You have provided incorrect, misleading, untrue or fraudulent information or you have withheld any information that might be relevant to your application for a place on a Programme (this includes where we are unable to verify documentation provided to us by you);
 - 11.2.3. You do not pay the Tuition Fees;
 - 11.2.4. You do not complete your enrolment with HIB at the beginning of each academic year of your Programme;
 - 11.2.5. You fail to maintain the minimum expected level of attendance on your stage of study at HIB and do not have approved mitigating circumstances;
 - 11.2.6. HIB decides that you may not continue as a student of HIB (as applicable) due to a breach of the Student Charter;
 - 11.2.7. You fail to meet the progression requirements;
 - 11.2.8. Your behaviour represents a risk to the safety, health and/or welfare of yourself or others;
 - 11.2.9. You commit a material breach of the terms of our Agreement, where such breach is irremediable or (if such breach is remediable) you fail to remedy that breach within a period of 30 days after being notified in writing to do.

12. Refunds

- 12.1. HIB and you are bound by HIB's refund policy [insert link to refund policy]

13. Liability

- 13.1. HIB accepts no liability for any miscommunication that may arise where you have provided incorrect or out-of-date contact details, or you have not kept your contact details up to date. It is your responsibility (or your or parent/guardian, if you are under 18 years of age) to provide and confirm when asked to do so, correct contact details, and keep those details up to date for communication purposes. HIB reserves the right to correct any such details or omissions.

- 13.2. Nothing in this Agreement shall exclude or limit in any way our liability:
 - 13.2.1. For your death or personal injury caused by our negligence;
 - 13.2.2. For fraud or fraudulent misrepresentation; or
 - 13.2.3. Which cannot be excluded or limited under laws relating to whistleblowing, discrimination, occupier's liability or health and safety.
- 13.3. Notwithstanding the above, and subject to the Terms, if we fail to comply with the terms of this Agreement in any way, our liability is limited to loss or damage you suffer as a foreseeable result of our failure to provide the Programme, either at all or to a reasonable standard, shall not exceed the total Tuition Fees payable plus any reasonable costs incurred by you such as visa fees, accommodation and travel costs relating to the Programme, however, these must be mitigated by you, and HIB will not accept liability for any costs incurred which have not been mitigated against.
- 13.4. HIB will not be liable for any loss or damage that is not foreseeable, or for indirect losses which happen as a side effect of the main loss or damage, and which are not foreseeable. Loss or damage that is foreseeable, is that which both parties knew might happen at the time the Agreement was made between us.
- 13.5. If you are an International Student and HIB loses its ability to sponsor International Students (or has its sponsor license restricted or downgraded or its International Sponsorship allocation reduced, meaning we cannot provide our tuition services to you), HIB's liability to you shall be limited to refunding all Tuition Fees paid to us for the academic year in which HIB loses its sponsor license plus any reasonable costs incurred by you such as visa fees, accommodation and travel costs relating to the Programme, however, these must be mitigated by you, and HIB will not accept liability for any costs incurred which have not been mitigated against. HIB may limit its liability through securing you a place on a like programme at a new provider to deliver a sufficiently like programme to the one you were doing, and any transfer to this new provider may not unreasonably be refused by you.

14. Information Sharing and Data Protection

Refer to HIB's [Privacy Statement](#) for details about how we use the information that we collect from you:

15. Events Outside Our Control

- 15.1. We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under our Agreement that is caused by an event outside our reasonable control ("Event Outside Our Control"). An Event Outside Our Control includes but is not limited to a flood, fire, act of God, strikes, other industrial action, staff illness, severe weather, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease, or failure of public utilities or transport systems, changes in applicable laws, regulations, actions, delays by any government authority, or refusals by any such authority to grant any necessary license.
- 15.2. Our obligations under these Terms will be suspended for the period that the Event Outside Our Control continues, and the time to perform these obligations shall be extended for the duration of that period. We will take reasonable steps to find a solution by which our obligations under our Agreement can be performed despite the Event Outside our Control. If the period of delay or non-performance continues for four or more weeks, either you or we may terminate our Agreement immediately by giving written notice to the other party, without any liability accruing towards either party.

16. Intellectual Property

- 16.1. The copyright, design right and all other intellectual property rights in any Programme materials and other documents or items that we prepare or provide in connection with any programme taught by HIB will belong to HIB, or our licensors, absolutely.
- 16.2. You must not use the materials, documents or other items for commercial purposes.
- 16.3. You must not share educational materials for commercial or other purposes.

17. Notices

- 17.1. Any notice or other communication given to a party under or in connection with our Agreement shall be in writing and shall be:
 - 17.1.1. By hand (but a receipt must be provided simultaneously to a communication being received);
 - 17.1.2. By registered post (to the specified address below)
 - 17.1.3. By email (to the specified address below)

Postal Address:

Holmes Institute
PO Box 211008
Bontleng
Gaborone
Botswana

Email Address:

botswana@holmeseducation.group

- 17.2. Any notice or communication shall be deemed to have been received:
 - 17.2.1. If delivered by hand or sent by registered post, the next working day following delivery;
 - 17.2.2. If delivered by email, the next working day following delivery.
- 17.3. This term does not apply to the service of legal proceedings or any documents which are the subject of a legal proceeding.

18. Other Matters

- 18.1. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, such provision will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.
- 18.2. If we fail at any time while our Agreement is in force to insist that you perform any of your obligations under our Agreement, or if we do not exercise any of our rights or remedies under our Agreement, 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.

- 18.3. A person who is not party to our Agreement (including without limitation any person who is responsible in whole or part for your Tuition Fees) shall not have any rights under or in connection with it.
- 18.4. No variation of our Agreement shall be effective unless it is in writing and signed by you and us.
- 18.5. The Agreement shall be governed by Botswanan Law and you and we agree to the exclusive jurisdiction of the courts in the Republic of Botswana.

19. Acceptance and Acknowledgement

By signing your Unconditional Offer, you understand, accept, and acknowledge you have read and understood the above terms and agree to be bound by them in their entirety.