

**EDUCATIONAL SERVICE AGREEMENT**

**of The INTERNATIONAL BUSINESS ACADEMY СONSORTIUM**

TERMS AND CONDITIONS

(Public offer)

United Kingdom

The INTERNATIONAL BUSINESS ACADEMY CONSORTIUM (hereinafter - the IBA) represented by the Director Andrii Azarov, who in turn acts on the basis of the Charter, hereinafter referred to as "the **Executor**", guided by the legislation of the United Kingdom on the one hand and on the other hand, an individual undergoing training (hereinafter referred to as the Student), acting independently on his own behalf, if he is already of legal age or his official representative / relative / guardian, hereinafter referred to as the "**Customer**" or "**Client**", who has acceded to this Agreement (hereinafter - the Agreement) by submitting an application in any form (in paper or electronic form) to study at Educational Programme (hereinafter - the Programme).

This document sets out the IBA’s (as defined below) terms and conditions, which together with the terms contained in the Conditional Offer, the Application Form, website information and in any documents or policies referred to in these Terms and Conditions (as defined below), will form a contractual relationship between the IBA and Customer under which the IBA agrees to enrol Customer on one of the programmes.

The Executor and The Applicant of the Application for Accession to the Agreement (hereinafter – Acceptance Form or Accession Application), jointly referred to hereinafter as “the Parties”, previously acquainted with the terms and requirements of the agreement, including the invalidity of the agreements, acting voluntarily and aware of the significance of their actions and consequences, as well as the legal nature of this contract, their rights and obligations under it, the value of the object of the contract, confirming the absence of pressure and deception, concluded this Agreement and agreed to be bound by this Treaty and its annexes as follows.

**1. DEFINITIONS AND INTERPRETATION**

1.1. The definitions set out below apply in these Terms and Conditions:

**Acceptance Form:** the form sent by the IBA to the Applicant in the form of the Application for Accession (Application) in the Conditional Offer Letter, which must be completed and signed by the Applicant to confirm acceptance of the Offer and sent to IBA.

**Applicant / Customer / Client:** a person representing a Student or a Student of competent age on their own who applies to study a Student in a program offered by the IBA.

**Application for Accession (Application):** the formal request made by an Applicant, on the Application Form, to study on one of the programmes offered by the IBA.

**Agreement** means Conditional Offer Letter, the Application for Accession, the Terms and Conditions, the IBA Privacy Policy.

**Acceptance Date** means the date when IBA signs the Application for Accession to make the Agreement between IBA and Customer effective.

**Additional Fee** means a fee charged to the Customer by IBA for additional private classes availed for the Student in addition to the Service Fee, as set out in the Application for Accession.

**Business Day:** any day, other than a Saturday, Sunday or public holiday in England, Scotland or Wales.

**Conditional Offer Letter:** the letter sent to the Applicant offering a place on a Programme, setting out conditions that need to be met before being considered for an Conditional Offer Letter.

**Catch Up Class** means an additional class that a Student must take, as required by IBA, for missing a regular class day.

**International Certificate** means the certificate identified in the Application Form and issued to the Student in accordance with and subject to this Agreement.

**International Diploma** means the diploma identified in the Application Form and issued to the Student in accordance with and subject to this Agreement.

**Confidential Information** means information that is by its nature confidential or is designated by party as confidential or that a party knows or ought to know is confidential but does not include information which prior to the date of this Agreement was lawfully in the public domain or has been published, circulated or announced publicly or otherwise was developed by a party independently of the other party.

**Content** means the content specified in Programme of these terms and conditions.

**Course** means the applicable course or courses that the Student is enrolled under the IBA Programme.

**Deposit:** the initial Tuition Fee payment required to accept the offer as stated on the Conditional Offer Letter.

**Educational Partner** University/Business School: the unstitution associated with the IBA, as confirmed in in your Conditional Offer Letter.

**Financial Sponsor:** the individual or organisation that has agreed to pay part or all your Tuition Fees, accommodation fees and/or any Additional Costs.

**Intellectual Property (Rights)** include any:

(a) copyright;

(b) designs, patents, trademarks, semiconductor or circuit layout rights (whether registered, unregistered or applied for);

(c) concept, idea, information, data, process, formula, discovery, video;

(d) moral rights;

(e) trade, business, company or domain names;

(f) trade or process secrets, know-how;

(g) other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific or artistic fields.

**Intensive Coverage** means the Course shall be taken within one-half (1/2) of an academic year or within two-three (2-3) monthes instead of taking the Course for one (1) academic year.

**International Education Network** means global consortium that includes IBA and other companies.

**Interview** means the face-to-face interview conducted by IBA with Student.

**EU Applicant:** an Applicant that is not subject to immigration control within the UK and has the right to study in the UK without a visa.

**International European/Non-EU Applicant:** an Applicant that is not subject to immigration control within the EU and has the right to study in the EU’s branches of IBA without a visa.

**International Applicant:** an Applicant that is subject to immigration control within the UK and will therefore require a Tier 4 visa to study in the UK with the IBA unless they already hold another visa that permits study within the UK and is deemed to be acceptable by the IBA.

**International Student**: a Student who requires a Tier 4 visa to study in the UK.

**Home Applicant:** an Applicant that is not subject to immigration control within the UK and has the right to study in the UK without a visa.

**Mandatory Course Elements** means mandatory classes and activities that a Student must complete to the standard required by IBA to be eligible for the certification in the IBA Programme.

**Materials** means any document, code, programmes or other material forms of expression or any other object, process or thing comprising Intellectual Property Rights which is provided or brought into existence through the provisions of the obligations and duties described in this Agreement.

**Media** mean all media including digital, electronic, print, television, film, radio, audio, audio-visual works and other media now known or to be invented.

**Notice** means a written notice, consent, approval, direction, order or other communication.

**Notice Address means in respect of a party:**

(a) the address, email address specified in the Application Form; or

(b) where the party gives Notice to all other parties of another address or number, the last address, email address so notified.

**One-Off Service** means the one-time service, which may be made available to any customers not enrolled in the IBA Programmes.

**Option** means the relevant option as set out in the IBA Application Form.

**Optional Course Elements** means the optional activities.

**Out-of-Class Room Events** means events in the discretion of IBA hosted outside of the Premises.

**Offer Letter:** the letter sent to the Applicant offering a place on a Programme, being either a Conditional Offer Letter or an Unconditional Offer Letter.

**Other Fees Paid:** any fees or charges paid to the IBA under the Contract (including, without limitation, accommodation fees where such fees have not been collected on behalf of and transferred to a third party accommodation provider in accordance with the Student’s instructions or where the IBA has provided the student with Terms and Conditions specifically covering an accommodation contract), but not including Tuition Fees.

**Programme:** one of the developmental academic programmes consisting of 5 or 8 courses, which are implemented in the form of consecutive annual courses covering a variety of subjects - from personal development, creative, scientific, business to social and practical studies, developing students' skills to create startups in accordance with the IBA methodology.

**Progression:** where the Student has met the progression criteria, as detailed below (has enrolled to study on a course and participated in all mandatory elements of the academic programme).

**Premises** means the space hired by IBA for the purpose of conducting IBA’ Services.

**Semester:** each period of time in an academic year, as confirmed by the IBA to you during which classes for the Programme will take place.

**Subsequent Tuition Fees:** the Tuition Fees minus any Deposit paid by or on behalf of the Student.

**Student:** the person that, following receipt of an Conditional Offer Letter, accepts a place to study on a Programme.

**Services** means the services set out by IBA as a whole rage of services.

**Student Kit** means the kit identified in the IBA Application Form.

**Terms and Conditions**: these terms and conditions, also available online at the website.

**Tuition Fees / Service Fee:** the fees payable by the Applicant or Student (as applicable) to the IBA for the Programme as detailed in the Conditional Offer Letter.

**Conditional Offer Letter:** the letter sent to the Applicant offering a place on a Programme, containing the Acceptance Form.

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

1.3. Term headings do not affect the interpretation of these Terms and Conditions.

1.4. 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 the words, description, definition, phrase or term preceding those terms.

**2. GENERAL PROVISIONS: OBJECT OF THE AGREEMENT**

2.1. The Customer, in the manner and under the conditions set out in this Agreement, receives a training service, and the Executor undertakes, in the scope and under the conditions set out in this Agreement, to provide the Customer with services in the form of education of his child (hereinafter referred to as Student) by the programmes of the selected schools (hereinafter referred to as the Educational Service) and which are set out in the Application for Accession.

2.2. The Customer agrees with the volume of selected courses listed in the Application for Accession and with other services to be received by the Student in accordance with the annual Calendar Plan located on the Official Website on the official website of the respective Study Programmes and undertakes to pay for the Executor's services in the manner and in the amount specified in this the Application for Accession and Invoices.

2.3. The training packages and fees chosen by the Customer are described in Appendix # 1 to the Agreement.

2.4. The Customer confirms and agrees that the Student receives training services on the basis of the Application for Accession, which is an Appendix to this Agreement and which is signed by the Customer himself.

2.5. By signing the Application for Accession, the Customer confirms that he / she is acquainted with and agrees with the List of mandatory and recommended elements of the academic programme of the IBA, which is fixed by the Parties in the Application for Accession to this Agreement and undertakes to fulfill it and timely.

2.6. The Executor renders services to the Customer in the form of training of the Student on the system, developed for the IBA on the basis of copyright, copyright method and information having the status of a trade secret.

2.7. Provision of the Training Services provided of this Agreement is carried out according to the training schedule determined by the Executor independently.

2.8. Provision of the Training Services provided of this Agreement shall be carried out from the date of signing of the Agreement until the end of the Student's visits to the classes, or until the occurrence of an event that makes it impossible to provide services, namely:

• breach by the Customer of payment terms;

• systematic violation of the internal rules of the Customer's educational institution, namely the failure to study for one month without good reason.

2.9. Acceptance of the provided training services is formalized by the Act of acceptance of services, which is signed by the Parties after the completion of the Student's regular training course. By signing the Act of acceptance of services the Customer agrees with the quality and quantity of the rendered services.

2.10. Upon signing by the Parties of the Act of acceptance of services, the Student receives Certificates and Diplomas of the Student confirming the completion of the Student of a specific course or a complete programme of study.

2.11. This Agreement is an agreement of accession and concluded by joining the Customer to all its terms in general. The Customer cannot offer his terms of the Contract. The Customer, in the case of accession to this Agreement, has unambiguously identified and evaluated its ability and necessity to conclude this Agreement (accession to it). This Agreement is a public offer.

2.12. By entering into this Agreement, the Customer automatically agrees to the full and Сonditional acceptance of the provisions of this Agreement, and all annexes, which are integral parts of the Agreement.

2.13. The Parties acknowledge that this Agreement is not a sham or fraudulent transaction or an agreement concluded under the influence of pressure or deception.

2.14. The Customer confirms the fact of acquaintance and agreement with all the terms of this Agreement in full, and also confirms the fact of accession to this Agreement by signing the Application for Accession in the manner stipulated by this Agreement.

2.15. The current valid version of the Agreement is published in the section "AGREEMENT" on the Executor's website: **www.iba-consortium.com**, according to the actual address of each Branch (hereinafter - the Site of the Executor). Each Branch of the IBA has its own legal entity - the Executor. Each Executor published on the respective Site of the Executor’s Branch may differ from each other in accordance with the laws of another country and / or the legal forms of business of the Executor, or for other reasons.

2.16. The Executor, in order to familiarize the Customer with the changes in this Agreement, publishes changes to the Agreement in the following way of his choice:

• placing the Agreement and its annexes on the Executor's Site;

• sending E-mails from the address of the Executor specified by the latter in the Agreement Application Form.

2.17. The moment when the Customer is acquainted with the disclosed information is considered the moment from which the information was placed on the Executor's Site.

**3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**The Executor is required to:**

3.1. Organizе educational activities of the student in accordance with educational programmes in accordance with the Application for Accession.

3.2. Provide training services with an individual approach to the Student and within the Learning Packages and Calendar Plan.

3.3. To keep a place for the child, subject to payment according to tariffs, in cases of his illness, spa treatment, quarantine, as well as temporary absence of the Student for valid reasons, which will be duly documented.

3.4. To train the Student in accordance with the Client's request with the involvement of highly qualified teaching staff.

3.5. Use modern pedagogical technologies and additional special programmes.

3.6. To care for the Student during his / her stay directly in the educational process.

3.7. Ensure the optimum filling of groups of students, which ensures high quality of teaching and teaching.

3.8. Provide methodological and pedagogical assistance to the Client on the education and training of the Student.

3.9. To inform the Customer regularly or at his/her request about the student's success during the educational process.

3.10. Issue Certificates for each course of study and Diploma of Business Education for 8 completed courses of the Student only if he/she attended and fully payed for all required elements of the academic programme and the signing of Upon signing by the Parties of the Act of acceptance of services.

The list of required and recommended elements of the academic programme of the IBA is recorded and signed by the Parties in the Application for Accession to this Agreement.

3.11. In case of refusal of the Executor to provide services to the Customer, after the results of interviews with the Client and the Student, which the Executor will hold before the first lesson or during the student's learning, to refund the amount of lessons left and which were paid by the Customer.

**The Executor has the right to:**

3.12. Refuse the Client to provide services based on the results of interviews with the Customer and the Student, which the Executor will conduct before the first lesson or during the student's learning process.

3.13. To receive timely and full payment in accordance with the terms of the Agreement.

3.14. Reserves the right to substitute teachers, to adjust the learning process, and to choose topics for seminars independently.

3.15. To terminate the contract unilaterally upon the occurrence of the circumstances stipulated by this Agreement.

3.16. Do not take a sick Student to attend classes.

3.17. The Executor shall have the right to provide additional classes for the Student in case of missing the Student for the relevant lesson for valid reasons agreed by the Executor's management.

**The Customer of the services is required to:**

3.18. Observe the terms of this Agreement throughout the Student's learning period.

3.19. Participate in all compulsory elements of the academic programme, which are described in the Statement of Accession and contained in the Calendar Plan, which is available on the official website of the Executor on the relevant page of the Branch in which the student is studying. The Executor without the consent of the Customer updates the Calendar Plan.

3.20. Ensure that the student adheres to the internal rules of the institution, including systematic attendance at classes.

3.21. Inform the Executor in advance of the reasons for the student's absence, with appropriate documentary evidence.

3.22. To interact with the Executor in all areas of Student's learning.

3.23. To compensate for any losses incurred by the Executor, which have occurred due to the fault of the Student and / or the Customer, their representatives.

**The Customer has the right to:**

3.24. Require the Executor to perform properly his last duties assigned to him by this Agreement and the applicable law of the country where the services are provided to the Customer.

3.25. To receive training services in accordance with the terms of this Agreement.

3.26. Familiarize with the terms and conditions of the educational process.

3.27. Obtain a Certificate for each course of study and a Diploma of the Student, confirming the passage of a certain curriculum by the Student, only in the presence of full payment for the standard set of academic hours of study, participation in all obligatory elements of the academic programme and the signed Upon signing by the Parties of the Act of acceptance of services.

3.28. The Customer has the right to receive additional classes for the Student in case the Student misses the relevant lesson for valid reasons, which were agreed by the Executor's management. Additional classes and individual work of the Executor with the Student may be charged extra.

**4. FEE FOR SERVICES**

4.1. Payment for the Educational Services and other services that the Student may receive in the course of study is made in accordance with the chosen Training Package and course of study.

4.2. The Customer must pay to the Executor a payment for services in the amount in accordance with the Invoice in term of 10 days, in the form of 100% prepayment for the next semester or academic year.

4.3. The parties agreed that the payment for the Training Services should be made on a subscription basis. This means that the lessons missed by the Student for good reason do not reduce the cost of training, but are spent on additional classes. However, additional individual training and additional involvement of teachers and other professionals may be subject to the additional fee indicated in the Application for Accession.

4.4. Fees for Training Services and other services are set for each Branch, country and city separately based on economic analysis and calculation based on official statistics on the levels of socio-economic development and prices in the region.

4.5. In addition to those indicated in the Training Packages Fees, the Student may receive additional services from the Executor that are not provided for in the Application for Accession.

4.6. The Study Packages, described in Application for Accession and Appendix "PROGRAM & TUITION FEES" the parties fix the cost of services, selected schools, training packages, what constitut to the Agreement, do not include the expenses of the Student and his or her relatives and accompanying persons for transportation, meals, accommodation while on the way to the city of the planned and described events of the Training Packages; registration contributions of relatives of the Student and accompanying persons in solemn events; expenses of relatives of the Student and accompanying persons in business tours, summer camps, forums, festivals and other events.

4.7. The Executor reserves the right to change the Fees of Programme Courses, Training Services by notifying the Customer in advance and substantiating these changes.

4.8. The Executor reserves the right to increase the number of services and the corresponding payment of the Training Package with the prior consent of the Customer. The Customer has the right to refuse additional offers of the Executor to increase the Training Services offered to him/her during the academic year, if these offers come from the Executor after the Client has signed the Application for Accession.

**5. DISPUTE RESOLUTION**

5.1. All disputes arising out of or related to this Agreement shall be settled through negotiations between the Parties.

5.2. If the dispute cannot be resolved by negotiation, it shall be settled by the court in accordance with the established jurisdiction and jurisdiction of such dispute in accordance with the legislation of the UK.

**6. LIABILITY AND OPERATION OF THE AGREEMENT**

6.1. The customer is responsible for the timeliness and completeness of payment for training services.

6.2. The Executor reserves the right to unilaterally terminate the Contract in the following cases:

• breach by the Customer of the terms of payment specified in the terms of this Agreement;

• systematic violation by the Customer of the internal rules of educational institution, namely the failure to study for one month without a valid reason;

• on the results of interviews with the Customer and/or the Student, which the Executor will hold before the first lesson or during the student's learning.

**7. FORCE MAJEURE**

7.1. The parties shall be released from liability for failure or improper performance of obligations under the Agreement in case of circumstances of force majeure, emergency and unforeseen circumstances, which include in particular: natural disasters (earthquakes, floods, fires, snowstorms, etc.); legislative acts of the countries of the Parties to this Agreement; prohibitive measures; acts of state authorities of the countries of the Parties to this Agreement, as well as other circumstances recognized in due course by force majeure.

7.2. In such circumstances, the Party under their influence is obliged to notify the other Party within 3 days.

7.3. A party under the influence of force majeure must, within 14 calendar days, transmit to the other Party written confirmation of the existence of a force majeure and the duration of the force majeure circumstances.

7.4. If the confirmed force majeure circumstances continue for more than 30 days, then any Party to the Agreement may unilaterally refuse to execute it by postponing it for such circumstances during such circumstances.

**8. MODIFICATION AND TERMINATION OF THE CONTRACT**

8.1. The parties agreed that the Executor has the right to amend the terms of the Agreement and other annexes to the Agreement. In this case, changes made by the Executor to the Agreement, as well as the new version of the Agreement, become binding on the Parties from the date the Executor places a new version of the Agreement on the Agreement Site, or changes made to the Agreement on the Executor Site / or by e-mail or by other means of electronic communication, unless otherwise specified by the Executor.

8.2. The Executor reserves the right to notify the Customer of changes to the Agreement by e-mail from the official address of the Executor specified on its official website or in this Agreement. The Parties have confirmed their agreement that such notification is appropriate to them and undertake to accept such notices from the Executor as binding.

8.3. If the Customer has not addressed within 10 calendar days from the date of entry into force of such changes the notice of termination of the Agreement, the Parties consider that the Customer supports and agrees with the changes in the Agreement (annexes thereto). The Customer independently monitors the Site and electronic communications for the purpose of changing the terms of the Agreement. The risk of non-compliance with this requirement lies fully with the Customer.

8.4. If the Customer does not agree with the changes, he has the right to offer to terminate the Agreement by giving written notice to the Executor not less than 6 months before the planned date of termination in compliance with the payment obligations stipulated by Section 4 and Section 6 of this Agreement, which occurred during the period of validity of the Agreement or in connection with performance, non-performance, improper performance of the contract. Upon receipt of such notification, the Parties shall continue to effect, within the specified term, until the termination, the latest version of the Agreement, accepted for changes, which the Customer has not agreed to. The notice of termination of the Agreement does not release the Customer from the fulfillment of its obligations.

**9.**  **CONDITIONS FOR ENTRY INTO FORCE**

9.1. This Agreement and its annexes are distributed in electronic form by posting the text of the Agreement on the Executor's website or in hard copy with the original signature of the Executor's authorized person.

9.2. The signing of the Agreement is carried out by the method of accession of the Customer to the Agreement. The following steps carry out accession of the Customer to the Agreement:

* filling out the Application Form (Application for Accession);
* receipt of the Conditional Offer (Letter of Acceptance);
* providing confirmation of payment for services (copy of the Payment order to the bank or other document);
* provision of Certificate of enrollment (upon request).

9.3. The consent of the Customer with the terms of the Agreement and its annexes is complete and Conditional. The Customer is not entitled to claim that he is not familiar with the Agreement and / or annexes (in whole or in part), or does not recognize their obligation in contractual relations.

9.4. The Agreement terminates upon full fulfillment by the Parties of all obligations stipulated by it.

9.5. The Agreement and Additional Agreements to this Agreement, in the case of separate agreements, may also be signed by the Parties in paper form or by means of an electronic digital signature.

**10. FINAL POSITIONS**

10.1. All legal relations arising out of or related to this Agreement, including those related to the validity, conclusion, execution, amendment and termination of this Agreement, interpretation of its terms, determination of the consequences of invalidity or breach of the Agreement, shall be governed by this Agreement and the relevant the norms of the legislation of UK, as well as the customs of business turnover, which are applied to such legal relations on the basis of the principles of honesty, reasonableness and fairness.

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***Service Agreement Standard Terms and Conditions.***