



Program Participant Terms and Conditions

Important

In these Terms and Conditions, 'we' or 'us' means Inyoni Bay C.I.C. Inyoni Bay C.I.C. is incorporated in England and Wales (Company number [REDACTED]).

Please ensure you read these Terms and Conditions carefully and understand them before signing your final acceptance of a place at Inyoni Bay. These Terms and Conditions, along with any offer letter received from us and the policies referred to below form part of a wider agreement between you and us which will become legally binding once you send confirmation of your acceptance of our offer of a place to you.

Please note that these Terms and Conditions assume that you are legally entitled to live, work and study in the United Kingdom.

The Inyoni Bay full-time vocational program is designed for people with autism who are motivated and capable of learning the technical and work-readiness skills necessary to become employed in competitive settings after completion of the program in the fields of 2D animation, motion graphics and explainer videos. The program is inappropriate for Participants, who are not independently engaging in exploration of art, media and learning computer software, and who do not demonstrate a basic level of social and independent living skills or who have frequent or intense disruptive and/or violent behaviors.

Assessment. In order to select the best candidates for its program, Inyoni Bay has established an intake process. Upon application, Inyoni Bay conducts a record review, surveys parents and professionals who have worked directly with the individual.

Additionally, Inyoni Bay does its own assessment of potential candidates for open classroom positions.



After the entire assessment process is completed and the results are scored, Inyoni Bay will accept the most suitable candidates for the available positions. Participants enrolled in other Inyoni Bay programs must settle accounts prior to being considered for admissions. Participants, who were previously assessed and not offered a place, may re-apply and be re-assessed for admission.

Admissions Criteria.

Inyoni Bay' criteria for admission includes adequate employment prerequisite skills in the following:

- Independence: transportation, hygiene, scheduling and punctuality, work completion, safety, money etc., as evaluated by the Inyoni Bay Life Skills Scale, filled out by at least 3 people other than the applicant and may include a family member and 2 professionals with whom they have studied or worked.
- Computer Fluency Skills: basic working knowledge of Microsoft Word, typing skills of at least 20 words per minute, simple hotkeys and shortcuts, saving and naming files, basic menu and search engine, navigation and e-mails, etc. as demonstrated in the Inyoni Bay Assessment.
- Executive Function: planning, decision-making, time management, organization, etc. as demonstrated in the Inyoni Bay Assessment.
- Ability to Follow Multi Step Directions: presented both orally and in writing, as demonstrated in the Inyoni Bay Assessment.
- Flexibility: ability to receive and incorporate feedback and supervision, change direction with little notice, use multiple modes of design to create a project, ability to try novel programs and methods, ability to work on non-preferred tasks, etc. as demonstrated in letters of reference as well as in the Inyoni Bay Assessment.
- Artistic Ability: ability to create figurative and abstract drawing, design and composition skills, creative ideas, etc. as demonstrated by the portfolio, required for evaluation as part of the initial assessment process and which can include electronic or paper work samples, website, etc.
- Basic Work-Related Social Skills: listening, promptness, appropriate hygiene and dress,



greetings and salutations, appropriate volume and tone, ability to work and learn in a group, and showing interest in co-workers, etc., as demonstrated in letters of reference as well as in the Inyoni Bay Assessment.

- Motivation: takes pride in quality work, meeting deadlines, performing at or above the level of peers, able to work for periods without prompting or praise, etc.

Assessment.

- Minimum educational level: evidence of GCSE's, and a minimum of Year 10 academic skills, or practical demonstration of the required skills.

Notification of Admission.

Every effort will be made upfront to ensure the highest likelihood of a match prior to assessment. In some instances, however, applicants who still need substantive improvement may be assessed. When the results of the assessment indicate that an applicant is not a good match for the Inyoni Bay program, he/she may be notified immediately. Applicants that are being considered for the full-time program will be notified of the results and admissions decisions. All applicants will be provided with a rationale for the admissions decisions.

Once applicants are notified of acceptance into the full-time program, Inyoni Bay will mail a contract and tuition/deposit information to the responsible parties. Inyoni Bay must receive a completed and signed contract and a £1,000.00 deposit in order to confirm their reservation.

Assessment Fee.

No assessment fees are charged.

Inyoni Bay makes the final decision regarding student admissions.



Application and confirmation payment

If the application is accepted, a written offer of a place will be made. **To accept this offer a confirmation payment is required comprising a non-refundable administration fee of £200 and £1,000 security deposit. Prior to full acceptance in the programme) you will also need to pay £6,000 in advance tuition fees.** Non-payment by the fee deadline may put your place at risk. You must pay this sum no later than 3 months before the start date of your course.

The security deposit is primarily held against any damages incurred to Studio property and related expenses. If, at the end of a course, there are any monies left these may also be offset against debts incurred by you in relation to expenses such as course-related travel or extra-curricular activities, otherwise an invoice will be issued for any damages/outstanding fees in excess of the deposit. Any monies left will be refunded within 90 days of completion of the final semester less any deductions made for any amount outstanding at that time.

Cancellation and Refund Policy

You have a right to cancel your place and receive a full refund of any amounts paid by informing us in writing within 14 days of the date you accept the offer. To cancel your place within this 14-day period, please contact us. **Your attention is drawn in particular to the circumstances in which the £6,000 advance tuition fees will NOT be refunded:**

- Statutory rights are not affected
- If you cancel within 8 weeks of the course start date; except in the circumstances that an appropriate replacement participant can be identified
- If errors, omissions prevent your full participation in the course, resulting in termination

Refunds will only be made to the person responsible for the fees unless written authorisation is provided to the contrary from that person. Refunds will be made within 90 days of the end of the relevant semester.



Refunds will be made after calculating any damages, disbursements due or any other incidental fees or charges. **Should you decide not to pursue your place on a programme, no monies will be refunded unless there are exceptional circumstances as set out in the refund policy below.**

Second year fees

Fees are payable to us in advance two months prior to the start date of the second year.

Admission to the program is dependent on fees having been received by us.

Substantial efforts are always made to keep fees to the minimum that is consistent with the provision of a modern and efficient vocational programme. However, fee increases may become necessary from time to time in order to maintain standards or following a change in law or regulation. You will be notified in advance of any increase, but we will not increase fees during the course of an academic year.

If payments become overdue, we reserve the right to suspend or cancel your participation in the program and to charge interest on the balance at the rate of 2% above the base rate per month or part thereof.

Program cancellation

If there are not sufficient applicants either to make a programme viable or to deliver a quality student experience, we may cancel or withdraw the programme. In such circumstances you will be eligible for a full refund of any fees paid to us.

Participant requirements

Participants are accepted into the Studio on the strict understanding that progression through the course is conditional upon satisfactory and required attendance and successful attainment of prescribed performance targets as outlined to you at the start of your course. Participants are formally assessed at least twice a year. The assessment will take into consideration:

- Coursework assignments
- Internal examination results
- Attendance



- Commitment

Participants who do not meet the attainment criteria will not be allowed to proceed.

Personal insurance

Accident and Medical insurance

We strongly recommend that all Participants have appropriate accident and medical insurance for the duration of their study in the UK. Depending on the policy, insurance may cover otherwise non-refundable course fees in the event of cancellation. E.g.

link:<http://www.studygroup.com/land/studycare>.

Personal belongings and contents insurance

While the Studio takes all reasonable precautions to ensure the safety and security of Participants on campus we cannot accept responsibility for loss or damage to Participants' personal property. All Participants are, therefore, strongly advised to take out a contents insurance policy.

Withdrawal from the Studio post-arrival

Once you have arrived in the UK, a minimum of three months notice (in writing) is required to withdraw from the Studio, whether or not you continue to attend lessons.

Payments

Please contact our office for details of how to transfer funds. Accounts communications will be sent both to you and the person responsible for paying the fees unless written instructions are received to the contrary.

Other charges

No other incidental costs will be charged to your account unless you agree to them separately.

Publicity

You (and, where applicable, your parent or guardian):



(i) agree that photographs, videos, artwork or other works of you, as well as your recorded or written testimonials and details of your achievements ('**Student Images and Testimonials**') may be used by us or our group of companies (or by a third party agent thereof), worldwide for promotional purposes including, but not limited to, our printed and online marketing materials and social media networks without further consent from, or notification to, you; and

(ii) give consent to our storing, or transferring across international borders, copies of the Student Images and Testimonials for such purposes.

Data protection

Any information provided to us may be held on computer and shall only be used as permitted under UK Data Protection legislation. Information provided to Inyoni Bay is held and processed for the purpose of administering your application, and we may share your information with Inyoni Bay's offices around the world. This information may be carried forward to your official student record, which holds data in electronic and paper form on your personal details, academic and administrative history and on relevant financial transactions.

We may also disclose appropriate personal data (as defined in the Data Protection Act 1998) to third parties outside of Inyoni Bay including, but not limited to, your agent, sponsor, any third party accommodation provider. We will not disclose information about you to any other third parties without your permission unless there are exceptional circumstances, such as when the health and safety of you or others is at risk or where the law requires information to be passed on.

Throughout, your personal data will always be held in accordance with current UK data protection legislation.

Variation

These Terms and Conditions will apply to you from the date on which you accept our offer of a place at the Centre and for the duration of your study there. No variation to these Terms and Conditions shall be made unless it is in your favour or is with your consent.



Complaints

It is recognised that Participants, their parents or their representatives may sometimes need to make a complaint about the services received during the application and admissions process. Please include the following information in your email:

- State explicitly that you wish to make a formal complaint
- Include your name and student identification number or Admissions case number
- Give a general description of the complaint and the dates on which any events occurred
- Provide the names or positions of any members of staff or third parties directly relevant to the complaint
- We will acknowledge receipt of your complaint within 48 hours, and we aim to formally respond within 5 working days.

Communication

Please provide us with personal e-mail addresses and mobile telephone numbers prior to your arrival at the Centre in order that we can communicate with you at all times. Please also advise of any changes to your contact details as soon as they occur.

Acceptance and Indemnity

Your acceptance (or acceptance by your parent or legal guardian if you are under 18 years of age) of a place to study at the Centre, indicates that you:

- Give consent to the administration of first aid and appropriate non-prescription medication to you, and give permission for medical, dental or optical and emergency hospital treatment when required
- Have given full details of any medicines currently being taken by you or any ongoing medical condition.
- Agree to the following indemnity: 'In consideration of the Head of Centre/Centre Director agreeing to make arrangements for and to authorise members of the staff of the Centre to take you from time to time on expeditions outside the premises of the Centre, you (or your parent or legal guardian as the case may be) hereby undertake to indemnify the Head of Centre/Centre Director and such members of the staff against:



- any claims, damages or costs which they or any of them may be or become liable to pay in consequence of any injury/damage or illness occurring during or as a result of any of the said expeditions;
- any claims by any third party which may be made against them or any of them in consequence of any act or default on your part during or as a result of any of the said expeditions.
- any other costs and expenses reasonably incurred by them or any of them your behalf during or as a result of any of the said expeditions.

Provided that the indemnity herein shall not extend to any claims, damages, costs or expenses in respect of and to the extent to which the Centre and member(s) of the staff or any of them shall be entitled to be indemnified under any policy of insurance or as may arise as a result of negligence causing injury or death.

Without this indemnity, you may not take part in an expedition organised by the Centre.

Should you have other queries please contact our office.