



# Green World Group


## GWG – Learner Enrolment, Transfer, Cancellation & Refund Policy.

**DOC. NO: GWG-MP-022**

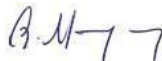
**Prepared by: Steffi George**

**Checked by: Sanker Srikumar**

**Approved by: Manikandan  
Gobinath**

**Signature:** 

**Signature:** 

**Signature** 

**Designation: HR & Accreditation  
Officer**

**Designation: CEO**

**Designation: Chairman**

**Date: 14th November 2023**

**Date: 15th November 2023**

**Date: 16th November 2023**

REV	Status Description	Date
00	First Issued	14th November 2023
01	1 <sup>st</sup> rev	22 <sup>nd</sup> November 2023
02	2 <sup>nd</sup> Rev	12 <sup>th</sup> December 2023
03	3 <sup>rd</sup> Rev	20 <sup>th</sup> December 2023

## **LEARNERS AGREEMENT**

This agreement is applicable for learners who are registered with GWG (all branches) for any courses (in-house/accredited courses by a third party).

### **1.0 DEFINITIONS**

**1.1** In this document, the following terms shall have the following meanings:

- “**Accredited Course Provider (ACP)**” means the college/teaching institution or any other entity that you have chosen and that is accredited or otherwise approved by the appropriate accreditation authority to organize and offer you teaching for required courses or to provide assessment facilities.
- “**NEBOSH**” stands for the National Examination Board in Occupational Safety and Health. It is a UK-based examination board that provides a range of globally recognized qualifications in health, safety, and environmental management.
- “**Application Form**” means the form submitted by you to Green World Group (GWG) when you apply to enrol or register for a qualification with GWG.
- “**Conditions**” mean these GWG General Conditions for Students or any applicable ACP.
- “**LMS**” stands for Learning Management System. Learning Management Systems play a crucial role in organizing, delivering, and tracking educational and training initiatives in a centralized and efficient manner.
- “**Enrollment Fee**” means the fee payable by you when you apply to become a student/candidate to obtain any qualification accredited/provided by GWG.
- “**Malpractice Policy**” means the latest policy relating to malpractice, from time to time amended by an ACP or any applicable regulatory body.
- “**Course Fee**” means the fee payable by you when you register for a specific course/exam.
- “**Verbal Abuse**” in an educational context might include the use of derogatory language, humiliation, or the sharing or intention of sharing private information is unethical.

### **2.0 SCOPE OF TERMS AND CONDITIONS**

- 2.1** These conditions govern your relationship with GWG and come into effect through any registration or enrollment you undertake with GWG.
- 2.2** In accordance with the preceding clause, these Conditions outline the fundamental obligations of GWG, as well as your responsibilities, which encompass fees and payments, among other things. However, more comprehensive information regarding your obligations, your ACP, the GWG relationship, and your conduct will be detailed in the relevant policies.

### **3.0 ENROLMENT, TRANSFER AND CANCELLATION.**

- 3.1** Your enrollment with GWG becomes effective only upon GWG issuing you an official enrollment receipt and upon GWG receiving the enrollment fees, and, if applicable, any other specified fees in full.
- 3.2** By enrolling in a qualification, you agree to adhere to the regulations outlined in the qualification rules and regulations policy or guidelines established by GWG/ACP.

- 3.3** Enrollment will be confirmed only when the transfer is completed to GWG by the ACP, after the payment of any applicable transfer fees.
- 3.4** GWG will not be held responsible for any outstanding fees or fines related to the previous institute or ACP, and the student must take responsibility for settling them.
- 3.5** It is the student's responsibility to verify the entries made in the enrollment form. GWG is not liable for any inaccuracies made by you in the enrollment form. A photo ID proof must be submitted along with the enrollment form at the time of enrollment with GWG.
- 3.6** Cancellation of registration for any course can only be done before official registration with the ACP, before the start of the class, or before receiving any study materials. If these criteria are met, a 100% refund of the amount paid will be issued. Any applicable VAT or other taxes will be refunded only after approval by the regulatory/competent body of the respective country and refunded back to GWG.
- 3.7** Under circumstances not explicitly mentioned below or upon a thorough review of the student enrollment process, if GWG competent authorities find the learner eligible for a refund, the following charges may be deducted from the amount paid:
- LMS access charge (if issued to the learner)
  - Course material charges
  - ID issued to the candidate.
  - Any applicable taxes paid to the relevant government authorities by GWG.
  - Any admin charges.
  - Any scholarship amount granted by GWG or any other external parties.
  - Charges levied by any bank that the learner has chosen to make the payment.
  - Exchange rates that have been incurred during the payment.
  - Any fees/service charges paid to any accreditation bodies/exam bodies.
  - Any charges applicable for the classes that the learner may have attended.
  - Any other miscellaneous/service charges that may have been identified during the contract termination.

Refunds for payments made through external payment channels (Tabby/bank EMI options) are subject to their respective refund policies. Such refunds will only be issued after obtaining approval from the corresponding bank/external channels. Under no circumstances will a refund be paid/transferred to any third party other than the registered learner.

All refunds will be processed through banks and their respective channels, if any.

**3.0** For any cancellations after registration with the ACP, the start of the class, or the receipt of study materials, the following fees and charges will be deducted: registration fees, administration fees, course material fees, tutor charges, LMS subscription charges, VAT, other taxes, and any other applicable charges. The Accounts/Finance Department will provide detailed explanations of any additional charges, and their decisions on such matters will be considered final and not subject to further questioning.

**3.1** Transfer of fees from one course to another or to a different date will be considered on a case-by-case basis, dependent on the date and seat availability in the course. Registration fees with the accreditation body are not transferable to alternative examinations, alternative courses, later examination sittings, or between candidates unless and until approved by the ACP.

**3.2** Any applicable registration fees/training fees/ taxes as applicable (if any) for the new dates/course must be paid by you.

**3.3** GWG reserves the right to cancel a course due to unavoidable situations or unforeseen circumstances; however, GWG will reschedule the course and inform all students well in advance, as far as reasonably practicable. During this process, no refunds are eligible under any circumstances.

#### **4.0 LEARNER'S MANDATORY COMMITMENT TO NEBOSH QUALIFICATIONS**

**4.1** To be eligible for examination registration with NEBOSH, it is mandatory for you to successfully complete the prescribed number of taught hours and various formative assessments, as communicated or provided on the E-Learning site, NEBOSH, or GWG guidance documents.

**4.2** The requirement to fulfil the mandatory taught hours and formative assessments is a strict policy, and no exceptions will be made under any circumstances. As a student, you are solely responsible for ensuring compliance with the taught hours and formative assessment requirements on an ongoing basis.

**4.3** GWG reserves the right to verify attendance and completion of taught hours, as well as the fulfilment of formative assessments, through appropriate means, including but not limited to attendance records, assessment records, or any other reasonable method deemed necessary.

**4.4** GWG reserves the right to share your course progress, including attendance records, assessment results, and any other relevant information, with NEBOSH or any other regulatory body as required for compliance, accreditation, dispute resolution, or certification purposes.

**4.5** Failure to complete the mandatory taught hours and formative assessments within the specified timeframe will render you ineligible for any refunds or compensation. GWG shall not be held liable for any costs or expenses incurred by the participant as a result of their inability to meet the required taught hours and formative assessment requirements.

4.6 GWG reserves the right to amend or modify the terms and conditions, including the mandatory taught hours and formative assessment requirements, based on any future specification changes in the syllabus at any time without prior notice. However, if the updated change is applicable to your course curriculum, you will be notified, and it is your responsibility to complete it without fail.

4.7 If any provision of these terms and conditions is deemed invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

### 5.0 PAYMENT OF FEES

5.1 You are obligated to settle all fees associated with a course prior to the exam date without exception. GWG reserves the right to deny your attendance at the exam/classes/completion certificates if any fees remain outstanding.

5.2 Thirty percent (30%) of the total fees must be paid at the time of enrollment with GWG; otherwise, enrollment will not be processed, and you will not be permitted to participate in the training. Additionally, eighty percent (80%) of the total fees must be paid at the time of registration with the relevant Accreditation body; otherwise, your registration with the Accreditation body will not be processed. Any delays in exam registration or the issuance of the final certificate by the Accreditation body will not be the responsibility of GWG. GWG reserves the right to adjust the payment schedule based on the location/course type and course schedule.

5.3 Any taxes applicable to refunds will only be reimbursed to you upon confirmation/refund by the relevant tax authorities of the country where you made the payment with GWG. The total duration of this process is expected to be 6-8 months. An extension to this duration is possible, and in such cases, this information will be communicated to you as applicable.

5.4 One hundred per cent (100%) of the payment, including applicable taxes, is to be completed as per the payment schedule provided by the finance department without exception.

### 6.0 REFUNDS UNDER MALPRACTICE POLICY

GWG has strict policies in place to prevent and address academic malpractice and also has a **NO**-refund policy under any circumstances. GWG is committed to fair assessment, supporting access and equality of opportunity for all learners while safeguarding the integrity of health and Safety qualifications. GWG therefore takes any allegations of malpractice on the part of learners seriously and reports to Accreditation Bodies.

6.1 GWG has strict policies in place to prevent and address academic malpractice, and also have a no-refund policy under any certain circumstances of malpractice.

6.2 ACP defines academic malpractice to include actions such as plagiarism, cheating, fabrication, collusion, and other forms of dishonesty.

6.3 Penalties for malpractice may range from receiving a failing grade on the assignment upto a permanent ban on appearing exams which will be decided by the accreditation bodies.

- 6.4 GWG have a clear no-refund policy once malpractice is detected by an accredited or competent body under any circumstances. This policy is communicated to students during the enrollment process/ during training and is also available throughout their learning journey in the LMS portal which he/she provided with access.
- 6.5 Reasons for a no-refund policy may include the costs associated with providing educational services, the commitment of resources based on enrollment, tutoring cost, taxes etc.
- 6.6 Any instance of academic malpractice will be reported to relevant accreditation bodies and regulatory agencies by ACP and GWG.
- 6.7 Alongside academic penalties for malpractice, there can be long-term consequences for learners found guilty of academic misconduct which is decided by the Accreditation bodies/ regulatory boards.

### **6.0 GREEN WORLD GROUP LIABILITY**

GWG expressly excludes liability for:

- 6.1 Any loss or damage to your property unless caused by the negligence of GWG or its employees.
- 6.2 Any loss of profit, earnings, opportunities, or living expenses, as well as any indirect loss suffered by you due to any act of omission or negligence by GWG, its employees, or agents, will not be the responsibility of GWG.
- 6.3 Nothing in these conditions shall operate to exclude GWG's liability for fraud or for death or personal injury due to its negligence.
- 6.4 Neither you nor GWG shall have any liability to each other for any failure or delay in the performance of obligations due to any cause beyond the relevant party's reasonable control.
- 6.5 GWG has no liability to you should its website be unavailable to access at any time or fails to perform within usual parameters or at all. GWG does not guarantee that its website is free from viruses and will be uninterrupted or error-free.
- 6.6 GWG will not be held liable for any fraudulent agency partnerships entered into by the learner. It is the learner's responsibility to verify the authenticity of the individuals they engage with. Always refer to the GWG website for accurate information

### **7.0 TERMINATION**

GWG may terminate your enrolment or registration at any time through written notice if:

- 7.1 You breach these Conditions, or any terms and conditions contained in any letter confirming your enrolment or any documents or policies issued by GWG/Accreditation bodies at any time.
- 7.2 You fail to pay any fees due to GWG/Accreditation bodies.

- 7.3** It is discovered that you have provided GWG, through agents or otherwise, with any false or misleading information.
- 7.4** You do not meet all the administrative or academic requirements specified in the guides issued by GWG/Accreditation bodies.
- 7.5** You are involved in any malpractice pursuant to the ACP's Malpractice Policy.

### **8.0 VERBAL OR PHYSICAL ABUSE**

- 8.1** GWG will not tolerate verbal or physical abuse of its employees, other learners or agents. Verbal abuse through educational online platforms, especially when it involves the disclosure of personal details of a learner or intention to share, is a serious concern. This type of behavior is not only unethical but can also have significant negative consequences for the individual targeted. Any incident of such abuse may result in:
- a) Restriction of communication with you to specified means, e.g., via letter or email only, or
  - b) In cases where GWG, at its sole discretion, considers the abuse to be serious or in repeated instances of physical or verbal abuse, termination of enrolment with no refund and/or registration with GWG, and/or exclusion from future enrolment or registration with GWG.
  - c) In the event that the same incident is reported to the ACP (appropriate regulatory body or enforcement agencies), please be advised that your details will be shared with the legal authorities if a legal case is filed by the affected learner.
- 8.2** The unauthorized replication of content or videos from the GWG website, e-learning portal, or any social media platforms, including the duplication of company logos and the use of company names by fellow learners on social media, is strictly prohibited. Any such action will result in appropriate measures being taken based on the jurisdiction where the learners are registered.

It is emphasized that learners engaging in such activities may be held responsible for any losses incurred by the company as a consequence. Detailed information pertaining to these violations will be conveyed to competent bodies and accreditation bodies.

### **9.0 DATA PROTECTION**

GWG will hold personal information about you and will use the information as follows:

- 9.1** To process your applications to GWG and administer your enrolment and registration for relevant Accreditation Body Assessments.
- 9.2** To respond to requests from employers, recruitment agencies, other Higher Education Institutions, and similar bodies to verify information provided by you. This may include providing verification of GWG qualifications (Accredited by Accreditation Body) in connection with applications for employment.
- 9.0** To respond to queries raised by you or the Accreditation Body.
- 9.1** To address any disciplinary matters in respect to you.

- 9.2 To respond to data requests from regulatory bodies.
- 9.3 To recover any monies owed by you to GWG.
- 9.4 To administer GWG's policies.
- 9.5 To notify you of your course results
- 9.6 To conduct research aimed at enhancing and planning GWG's accredited qualifications, teaching methodologies, and customer service, among other aspects.
- 9.7 As a student member in any WhatsApp group, it is strictly prohibited to disclose the contact details of fellow learners to external agencies, contact them directly, utilize their information for personal purposes, share any data between members, or reproduce such information in physical or hard copy formats. Any such actions are strictly prohibited unless explicit written authorization is granted by the CEO of the organization. Any such instance if found will be reported for appropriate actions to the relevant ACP/ regulatory bodies enforcement agencies of the respective country where he/she enrolled. According to UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data act strict action will be taken for processing the data in any mode without the consent of CEO of the organization.

All study materials (hard/copy copy) are the sole property of GWG and should not be shared with any other learners under any circumstances through any medium, unless and until approved by the Academic Director of GWG, not less than a designation manager category. Any financial losses incurred due to this will be calculated by the competent authority, and you will be held responsible for compensation. Additionally, your data will be shared with the authorities as required by them.

### 10. GENERAL

- 10.0 Failure by GWG to enforce strict compliance with these conditions by you shall not be considered a waiver of any provisions of these Conditions. No waiver by GWG of any breach by you of these Conditions shall be considered a waiver of any subsequent breach of the same or any other provision.
- 10.1 If any provision of these Conditions is invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.
- 10.2 The contract, subject to these Conditions, shall be governed by and construed in accordance with the terms outlined in the contract executed at the GWG office where you are enrolled for your course. Both parties mutually consent to the non-exclusive jurisdiction of the relevant country's laws.
- 10.3 GWG is not liable for any incorrect entry made by candidates in the "Name in the certificate" column. Candidates will be responsible for bearing charges incurred for a certificate name change due to an incorrect entry in the registration form.