

Distance Learning Courses Limited Terms & Conditions of Sale

Please read these terms and conditions carefully. You should understand that by ordering any Course, you agree to be bound by these terms and conditions of sale.

Definitions:

Distance Learning Courses Limited ("The Company") are registered as company number 9972793 and our registered office is Swaledale, 4 Coaley Lane, Houghton-le-Spring, Tyne & Wear, DH4 4SQ. The customer ("you") is the person purchasing Course Materials from The Company.

In these Terms and Conditions ("Terms") unless specified the following words shall have the following meanings:

"Course Materials" means course materials as identified in our Brochure or website and identified below, which could consist of course books, learning guides, tuition, support services, practice exams or access to on-line materials.

"Order" means the order for the Course Materials submitted by placing an order either by telephone, email, by post or through our website.

"Price" means the price of the Course, including carriage, Packaging and VAT as specified in our Brochure or Website and confirmed either by us through our sales team operatives or in writing.

"Approved Partners" means a partner company or organisation for whom Distance Learning Courses Limited may offer their courses or services as part or as a whole of the Course Materials.

"Tutor Support & Support Period" means the support and tuition relating to a Course and is provided by appropriate tutors appointed by Distance Learning Courses Limited or Approved Partners.

Data Protection:

We are registered with the Data Protection Office No. A8096573 and are committed to protecting your privacy and keeping your personal information secure. We will not disclose your details to any person, unless you have given your consent or we are compelled to do so by law, or in response to a valid, legally compliant request by any law enforcement agency or government authority.

Order Status:

By placing an order through The Company, you warrant that you are legally capable of entering into binding contracts. Your order constitutes an offer to purchase Course Materials. All orders are subject to acceptance by The Company. The order will be confirmed by email, post, telephone or through an automated email from The Company Website. The contract will be formed when we confirm receipt of your order. We reserve the right to refuse enrolment on any of the Courses we offer.

Cancellation/Returns Policy:

In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your order prior to the Course Materials being received. You can also cancel within a 14 day cooling-off period from when you receive the Course Materials. All cancellation requests must be made in writing.

If you decide to cancel a Course within the 14 day cooling-off period, we will process the refund as soon as possible once materials have been returned and, in any case, within 14 days of the day you have given notice of your cancellation. In this case, we will refund all the course fees that have been paid. It is your responsibility for the cost of returning all course materials and they must be returned in a resalable condition otherwise a restocking / printing fee will be charged.

Please Note: Refunds or Cancellations cannot be offered outside of the stated refund policy. There are no exceptions to the above returns policy as once the period has lapsed then fees such as awarding body registration or tutor fees need to be paid and cancellations will not be accepted.

Exceptions to the Cancellation/Returns Policy:

As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, some items fall outside of the usual returns policy and refunds cannot be offered for some digital / downloaded items with activation codes or for examination vouchers. Where refunds are not possible, we will state this in the course start-up information and on the product page of our website. Some online materials will be subject to the usual 14 day cooling off period although you waive the right to cancel your course enrolment when over 25% of the course content has been accessed or downloaded, specifically 'Printer Friendly Lesson Notes.

Please Note: Specific terms and conditions will be supplied with each Course Materials to make the returns/cancellation policy clear.

GCSE/IGCSE & A Level Exam Failure Refund Policy:

If you fail a GCSE, IGCSE or A Level course we will give you your money back. Our only conditions are that:

- You have completed and returned all of your assignments in the course, earning a mark of at least 40% in each assignment.
- You have undertaken all the examinations required and submitted coursework were required.
- You provide written proof of exam failure.

Please Note: A pass at A Level is considered to be any grade between A and E. A Pass at GCSE or IGCSE is any grade between 4 and 9. The limit of liability to any student under any circumstances will be the amount paid to us for the course pack.

Transferring a Course:

A Course transfer may be possible outside of the returns policy term although this would only be possible if selecting a course offered by the same Course Developer or Approved Partner to the course you originally purchased, and whether this is possible will be at the discretion of the course developer. Any such request must be made to us in writing and a restocking fee may be required to cover the cost of the materials.

If it is possible to transfer to another Course, the total fees paid towards the discontinued Course will be offset against the cost of the new Course. A restocking fee may also be required and this cost will be set by the Course Developer or Approved Partner.

It may be possible to transfer a course from you to a third party. Any such request must be made to us in writing and whether this is possible will be at the discretion of the Course Developer or Approved Partner.

Course Materials and Time Limits:

We affirm that any course materials will meet a satisfactory level of quality; however, we do not affirm that they will be error free. You will be responsible for inspecting the Course Materials as soon as is reasonably possible following receipt. Furthermore, you will be responsible for informing us about any oversights or errors as soon as possible.

The course support period will be detailed within our sales literature. Further extensions can be purchased on request. Course extensions will only be available if the syllabus that is being studied remains the same. If a syllabus change has occurred then there will most likely be a fee required for supplying new course materials and support.

We or our Approved Partners reserve the right to change Awarding Bodies if policies and procedures change during the period of tuition for your course. You will, however, receive a certificate at the same level and of the same status as the one described when you purchased your course.

Some Certification Programs will have closing dates for Exams / Tests which are set externally by the appropriate organisation. We will try to offer only current and relevant Certification but as these exams are external it is your responsibility to research and make sure the exams are still obtainable for the booking of your Exam / Test.

Complaints Procedure:

Any complaints about course materials or a service should be made in writing, care of The Managing Director at our Registered Office. We will deal with any complaints with respect and in a timely manner.

Transfer of Rights and Obligations:

The contract between you and us is binding on you and us and on our respective successors and assigns. Subject to the above clause, you may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge or sub-contract a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

Course Fees and the Interest Free Instalment Plan:

Payment for all Courses must be by credit or debit card (or in the event of orders made by post or fax, also by cheque or postal order). Course fees can also be paid by prearrangement through Bank Transfer and full instructions on arranging this can be offered by our sales team. Course fees can be paid by interest free instalments using your credit or debit card or through Standing Order on request. If you have chosen to pay by instalments then the first payment of the plan will be taken on the date of the invoice and the following 3 monthly instalments will be taken on or around the same date of the following 3 months. A payment schedule will be included with your receipt. Please contact us ASAP if you are issued with a new card or you need to amend your payment method.

Please Note: If you choose not to continue with your course outside of the returns policy then all course fees must still be paid. All outstanding payments to us must be made before we will issue you with any certification.

Non-Payment of Course Fees

Where the Interest Free Instalment Plan has been chosen, the Course Price is due and payable at the time of Dispatch. Any failure to make an instalment payment of your chosen plan within **7 days of its due date** shall, in addition to any other remedies the Company may employ, entitle the Company to:

- Suspend Performance of Any or All Services Provided under this Agreement.
- Cancel any Instalment Plan or Credit Agreement made with the Company.
- Suspend the Provision of any Support. Including, but Not Limited To, any Marking or Assessment of your Work.
- Refuse to Issue any Certificates (whether relating to Achievement or Otherwise.)
- Where Suspension of your Account has taken place, Conditions which the Company consider reasonable will have to be met prior to the removal or lifting of such suspension.
- In the Event of any request for Payment being Declined by your Bank, Building Society, Credit Card Provider (or the like) a Failed Transaction Fee of £10.00, per declined payment, may be added to your outstanding balance and be payable on the current instalment due.

It is your sole responsibility to ensure your payment information is entirely up to date. If you are paying by Instalments - in the Event where a Standing Order is Unpaid or your Card has been declined, we will contact you via the Email Address supplied in your Order and we will then also contact you by Letter and/or Telephone/ Text requesting that you arrange the Payment.

If our communications / requests for payment are ignored and your account remains in arrears after 14 days of your original payment date, your account will be passed to a Debt Recovery Agency. If contact has been made but the arrears are not resolved within 28 days of your original payment due date, we will reserve the right to pass your account to a Debt Recovery Agency.

Please Note: In the event of your account being passed to a Debt Recovery Agency, additional admin fees of 15%, for amounts up to £100.00, or 10% for amounts over £100.00 of your total remaining balance will be applied to your account, and will be payable by you. Further County Court costs may be applied if payment is not received which will affect your credit rating in the future. The debt is lodged with all the main credit reference agencies.

We are very understanding and always willing to work with our customers to resolve any difficult situations they may encounter - so if you are experiencing issues in making any payments to your account, then we must emphasise that you please contact us rather than allowing the debt to be passed for collection due to inaction, as we will strive to arrange an alternative payment plan for you which will not incur any additional fees.

For the Avoidance of Any Doubt: If any Termination by You occurs after Dispatch, even prior to the Course being completed or the Services having been provided in full the full Course Price and any Fee's incurred due to Failed Payment or due to your Account being passed to a Collections Agency will remain due in full and payable by you.

Events Outside of Our Control:

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government; Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

Copyright:

All copyright and other intellectual property rights relating to any materials we supply as part of Courses undertaken by you are either owned by or licensed to us. Copying, adaptation or any other use of all or any part of it without our express permission is strictly prohibited.

Entire Agreement:

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law.

The Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract). Nothing in this Condition shall limit or exclude any liability for fraud.