



DistanceLearningCentre.com Ltd

Terms & Conditions of Sale

The following terms and conditions ('the Conditions') are the terms on which DistanceLearningCentre.com Ltd offers and sells to the buyer ('the Buyer') and the Conditions supersede all other terms and conditions relating to the subject matter of these Conditions. Any sale agreement ('the Agreement') between DistanceLearningCentre.Com and the Buyer shall be governed by these Conditions. Any variation to this clause must be by prior agreement in writing to the Centre by post or email ('in writing').

Services

The description and quantity of the Services ('the Services') shall be as set out on the DistanceLearningCentre.com website ('the Website'). The service ('the Service') shall be the specific combination of Services in the Agreement between the Centre and the Buyer. In some cases, the Service may include postal delivery of documents (e.g. a Certificate of Achievement).

Accuracy

Every effort has been made to ensure that the Services are described as accurately as possible. DistanceLearningCentre.com will make every effort to ensure that the information on the Website is accurate and up to date.

However, we disclaim all liabilities resulting from the following: i) technical problems resulting in errors (including pricing errors) or interruptions of the website, due to server upgrades or otherwise. In the unlikely event that a product's correct price is higher than that shown, we will contact you to see if you still wish to proceed with the order, ii) incompatibility of the website with your hardware, software or telecommunication links and iii) failure of the website to meet your requirements.

Pricing

The price ('the Price') is quoted in pounds sterling. The Price for the Services may change from time to time, without prior notice. In the event of a change in the Price, the original purchase price contracted with the Buyer in the Agreement will be maintained subject to the exceptions below.

Exceptions

- If the Buyer leaves their course and returns to their studies more than one year later, if there has been a change in price during this period, this increase will be passed on to the Buyer for any remaining part of any Course Fee at the time of leaving the course.
- The price of any recurring payments (such as Course Extension Fees and some Monthly Tuition Fees) may change from the Price listed at the initial time of course purchase. In these cases, the Price charged will be the current listed price at the time the first payment of the recurring fee becomes due. However, if a break of more than one year from the course is taken within the scope of a recurring fee, the new price will be charged on return to study.
- Changes to fees levied on the Company by external Examining or Awarding Bodies (for example, but not limited to, individual Registration or Accreditation Fees) are not under the reasonable control of the Centre and these changes will be passed on directly to the Buyer irrespective of the price listed at the time of purchasing the course. Notification of any changes will be provided to the Buyer in advance in writing.

- If, under exceptional circumstance, the situation arises where a change in fees is made outside the scope of the exceptions above, DistanceLearningCentre.com will provide at least one month's notice in advance.

Payments

The Service shall not commence until the first payment is received and, assuming that all required documentation has been supplied by the Buyer, shall commence within two weeks of the receipt of the payment. It is also at The Buyer's discretion not to commence The Service until after the two week period.

All amounts due are payable in the currency billed by credit transfer/standing order or cheque/draft drawn on any European Bank to the Centre's Bank Account(s). The DistanceLearningCentre.com also accepts payment by MasterCard, Visa, Maestro (UK and non-UK issued), Visa Electron (UK and non-UK issued), Visa Debit, American Express and Solo.

Overdue or Unpaid Accounts

The DistanceLearningCentre.com Ltd reserves the right to recover overdue payments or unpaid accounts ('the Debt') by whatever legal means we see fit. Interest may be charged at the rate of 2% per month on overdue balances. All costs, including legal expenses, incurred in the recovery of overdue balances will be payable by the customer.

Failure to settle overdue accounts will result in an interruption to the Service until the Debt is settled.

Termination of the Service by the Centre

The Buyer is liable for any losses resulting from termination of the service by DistanceLearningCentre.com as a result of: i) unacceptable behaviour treatment of any of our staff members or ii) evidence of plagiarism in any work submitted by the Buyer that is presented as original work. Judgement that there are reasonable grounds for termination of the Service is entirely at the discretion of the DistanceLearningCentre.com.

Refunds and Cancellations

Purchases made from Reed.co.uk

This paragraph specifically and exclusively applies to Buyers purchasing their course from Reed.co.uk. They are subject to a separate financial agreement with Reed.co.uk with respect to payment of course fees. Under this policy, you may cancel your purchase of the course within the period of 14 calendar days from the date on which the contract of purchase is concluded. This is called a "Cancellation Period". Note that if you redeem your voucher during the Cancellation Period, you expressly request us to begin providing the course materials (the Service) and you acknowledge that you lose your right to cancel the purchase of the course and get any refund for it.

The DistanceLearningCentre.com will not refund payments made for the Service in the event of:

- i. the Buyer being dissatisfied or perceiving that the Service is not suitable for the Buyer's requirements, unless there is evidence that the Service was mis-sold at time of purchase.
- ii. the Buyer failing to fulfil their commitment to the Service (for example, but not limited to, failure to submit work for marking or to answer or respond regularly to communication from the tutor)
- iii. the Buyer failing to cancel recurring payments that are under the Buyer's control (for example, but not limited to, recurring Standing Orders) or

- iv. termination of the Service by the DistanceLearningCentre.com having judged that there are reasonable grounds for termination.

Refunds may be permitted, at the Centre's discretion, if the Buyer is able to demonstrate:

- i. a failure of the Centre to satisfactorily deliver the Service, evidenced through the outcome of the Centre's Complaints Procedure,
- ii. if recurring payments that are under the control of the DistanceLearningCentre.com have not been cancelled due to negligence on the part of the Centre or,
- iii. partial refunds may be permitted, on request from the Buyer, where the Buyer cancels the Service within one week of a payment becoming due. This does not apply to purchases made from Reed.co.uk

Disclaimer

The DistanceLearningCentre.com shall not be held liable in any way for default, loss of trade or profit occurring to the customer in the event of delivery of the Service being frustrated or delayed for any reason including but not limited to: fire, flood, accidents, riots, lockouts, trade disputes, acts or restraints of governments, the imposing of restrictions on exploration or from other causes not within reasonable control of the Company.

The maximum liability of the Centre to the Buyer shall not exceed the cost of the goods supplied. In no event shall the Centre be liable to the Buyer for incidental, indirect, consequential or special damages.

General

The DistanceLearningCentre.com reserves the right to withhold the Service in the event of any breach of these terms and conditions or for any other reason which at the discretion of the Company warrants such action.

If any term or provision of the Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Conditions shall continue in full force and effect as if the Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

The headings in the Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

Each of the parties agrees that save in respect of statements made fraudulently, it shall have no remedy in respect of any untrue statement upon which it relied in entering the Agreement and that its only remedies shall be for breach of contract.

Governing Law and Jurisdiction

The Agreement shall be governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales.

Rights of the Consumer

Nothing in these Conditions shall affect the statutory rights of a consumer.

DistanceLearningCentre.com Ltd: Dates reviewed: 05/10/12; 27/01/14; 25/11/15; 28/08/18, 03/02/22