

Terms & Conditions

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

We advise printing/retaining a copy of these terms and conditions for future reference. A version of these terms will be included with your Welcome email.

Definitions:

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

Semester: Learning & Development Limited (“The Company”) are registered as company number 9245908 and our registered office is 5 Howells Road, Swansea, SA2 7SX.

The customer (“you”) is the person purchasing Course Materials from The Company.

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

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

“Price” means the price of the Course, including carriage, Packaging and VAT as specified on our Website and confirmed by us.

“Approved Partners” means a partner company or organisation for whom Semester: Learning & Development Ltd may offer their courses or services as part or as a whole of the Course Materials.

“Tutor Support” means the support and tuition relating to a Course and is provided by appropriate tutors appointed by Semester: Learning & Development or Approved Partners.

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, 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. Alternatively, you can use our model cancellation form at Appendix 1. 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 or for examination vouchers. Where refunds are not possible we will state this in the course start-up literature or 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.

Course Fees:

Payment for all Courses must be made by credit or debit card. Course fees can also be paid by prearrangement through Bank Transfer and full instructions on arranging this can be offered by our team.

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.

Course Duration

The length of the course will be as described on the website. Typically, a 10-credit (single unit) course is allowed 2 calendar months to complete, a 60 credit (6 unit) qualification is allowed 12 calendar months.

If the duration is not listed, then for every 10 credits on the course, you will be allowed 2 calendar months to complete. Your OneFile Progress will be calibrated to this date, so you can see easily if you are behind schedule.

Should you not complete the course in the allocated time, you may extend, following a further payment for the units still to be achieved, at the single unit rate. If after communication you do not wish to extend, we will apply to Pearson for a Fall-back Certificate of Achievement (CoA) for the units already achieved. At this point the course will be complete and your registration will be finished.

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 via email.

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.

Course Materials:

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 (online or otherwise) 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.

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.

Complaints Procedure:

Any complaints about course materials or a service should be made care of The Managing Director at our Registered Office. Our complaints procedure is available on our website www.semesterlearning.com 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.

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 noncontractual disputes or claims), shall be governed by, and construed in accordance with UK 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.

Appendix 1

Model Cancellation Form

To

Semester: Learning & Development Ltd
5 Howells Road
Dunvant
Swansea
SA2 7SX

Email address: info@semesterlearning.com

Telephone number: 01792 732001

I/We[*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]
[for the supply of the following service [*], Ordered on [*/received on
[*]_____ (date received)

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper)

Date