

Terms and Conditions

1. Payment Terms

- 1.1 Full payment or authorisation to invoice an employer, must accompany the application form.
- 1.2 Full payment or authorisation to invoice an employer is required when any study materials are ordered and prior to any materials being despatched.
- 1.3 Full payment or authorisation to invoice an employer for any online study tool is required when ordered and prior to any log on details being supplied.
- 1.4 BPP Professional Education Ltd acts as agent for BPP Learning Media Ltd in collecting payments for any study materials supplied under this Agreement.
- 1.5 Where BPP Professional Education Ltd has received authorisation to invoice employer the following payment terms apply:
 - Full payment is due within 30 days from the date of the invoice.
 - Payment is due immediately if booking is made less than 30 days before the course start date.
 - If BPP Professional Education Ltd fails to receive full payment of the invoice by the course start date the customer may be refused entry to the course.
 - BPP Professional Education Ltd and BPP Learning Media Ltd reserve the right to charge late payment interest on any outstanding invoices, at a rate of 8% above the Bank of England base rate.
 - BPP Professional Education Ltd and BPP Learning Media Ltd reserve the right to recover any reasonable debt collection costs in connection with this Agreement.
- The employer is liable for all unpaid invoices.

2. Study Materials

- 2.1 All study materials, including but not limited to Distance Learning Materials, CD Rom, i-Learn CD Rom, i-Pass CD Rom, Audio Success CD, Revision/Assessment/Tool Kit, MCQ Cards, Passcards, Question Banks, Review Exercises, Mock Exams (papers and suggested solutions), Online Tests, Online Tutorials, Online Downloads and Study Texts are supplied to the customer by BPP Learning Media Ltd.
- 2.2 Unless Clause 3.2 applies, BPP Learning Media Ltd will despatch study materials on receipt of full payment or authorisation to invoice an employer in accordance with the following delivery guidelines:
 - UK: delivery within approximately 5-7 working days of despatch;
 - Europe: delivery within approximately 6-8 working days of despatch; and
 - Rest of the world: delivery within approximately 10-12 working days of despatch.
- 2.3 BPP Learning Media Ltd will refund the cost of study materials (less postage and packaging) if returned by the customer to BPP Learning Media Ltd, 17 Fairway Drive, Greenford, Middlesex, UB6 8PW within 14 days of receipt in a re-saleable condition (for CDs this means with the security seal intact). Proof of postage must be obtained by the customer and produced in the event of any query.
- 2.4 BPP Professional Education Ltd must be notified of any queries, complaints or short deliveries within 14 days of receipt of study materials.

3. Classroom Courses

- 3.1 Customers must bring the relevant course joining instructions to all sessions of the course. Failure to bring joining instructions may lead to customers being refused entry to the course.
- 3.2 Customers attending a classroom course will be provided with study materials by BPP Learning Media Ltd on the first day of the course.
- 3.3 BPP Professional Education Ltd reserves the right to cancel, reschedule, or change the location of a course, if in the opinion of BPP Professional Education Ltd, such an action is necessary. BPP Professional Education Ltd will notify the customer as soon as the change is made. In such circumstances, the customer has the option to reschedule the course, apply the fees to another course, or to receive a refund or credit note for the course fees paid.
- 3.4 Subject to availability, provided full payment has been received, and BPP Professional Education Ltd is informed at least 14 working days prior to the course date, it may be possible to transfer to an alternative course date, for which a course transfer fee of £25 will be charged. Such transfer may also give rise to an additional charge by BPP Learning Media Ltd for replacement study materials.
- 3.5 Under no circumstances are courses or study materials transferable between customers.
- 3.6 Customers may cancel a classroom course provided that at least 14 days' notice is given to BPP Professional Education Ltd prior to the start date of the course and a refund of the course fees will be given (less a deduction for study materials and a cancellation fee of £100). For cancellations notified less than 14 days prior to the start date of the course, no refunds will be given.

4. Distance Learning/Home Study Courses

Distance learning customers can upgrade to an appropriate classroom course and will be invoiced for the balance of the cost over and above the price of the distance learning course using the classroom course prices in force at the time of upgrade. There may also be an additional charge for replacement study materials.

5. Pass Assurance Scheme

- 5.1 The Pass Assurance Scheme is available to customers who fulfil the following conditions:
 - Full attendance on a taught and revision course for the paper (customers must attend complete sessions or they will jeopardise their status on the Scheme);
 - Timely submission of both course exams and achieving a minimum score of 30%. Course exam deadlines are highlighted in the Submission Schedule which is issued to all customers at point of booking confirmation; and
 - No more than three papers are attempted by the customer at any one sitting.
- Integrated courses students must have full attendance and must sit their CBE at a BPP centre.
- 5.2 If a customer who has complied with the above conditions fails the exam, they can:
 - Choose any equivalent taught or revision course for that paper at the next sitting, free of charge, subject to availability.

6. Intellectual Property

- 6.1 BPP Learning Media Ltd grants the customer a non-transferable, non-exclusive licence to use BPP Learning Media Ltd's products (including information, training material content, software and data) under the terms of this Agreement.
- 6.2 This licence terminates upon termination of this Agreement for whatever reason.
- 6.3 The customer warrants that they shall only use BPP Learning Media Ltd's products for their own educational purposes and shall not, without BPP Learning Media Ltd's prior written consent, copy, make available, retransmit, reproduce, sell, disseminate, licence, distribute, publish, broadcast or otherwise circulate BPP Learning Media Ltd's products (or any part of them) to any person other than in accordance with this Agreement.
- 6.4 The customer shall fully indemnify BPP Learning Media Ltd in respect of any infringement of any intellectual property rights arising as a result of their use of BPP Learning Media Ltd products in breach of this Agreement.
- 6.5 This clause 6 does not apply to MyBPP.

7. Change of address or other contact details

BPP Professional Education Ltd must be notified in writing of any change in a customer's contact details, including the email address specified on the customer's application form.

8. Security

Personal possessions are the sole responsibility of the customer and BPP Professional Education Ltd accepts no responsibility for anything that is lost or stolen from its venues.

Customers are advised to keep valuables with them at all times.

9. Notices

Any notices required to be served by BPP Professional Education Ltd or BPP Learning Media Ltd under this Agreement will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address notified by the customer, at BPP's discretion.

10. Limitation of Liability

- 10.1 The liability for BPP Professional Education Ltd and BPP Learning Media Ltd for direct losses arising out of their negligence (other than in respect of liability for death or personal injury), breach of contract or any other cause of action arising out of or in connection with this Agreement shall be limited to the cash receipts from the customer (or employer) for the course or study materials.
- 10.2 BPP Professional Education Ltd and BPP Learning Media Ltd shall not be liable for any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.

11. Warranty

- 11.1 BPP Learning Media Ltd warrants that study materials will be of satisfactory quality but does not warrant that study materials will be error free.
- 11.2 BPP Professional Education Ltd warrants that it will perform any services under this Agreement with reasonable skill and care.
- 11.3 These warranties are provided in lieu of all other warranties express or implied which are hereby excluded to the fullest extent permitted by law.

12. Data Protection

- 12.1 Customers agree that, in relation to information held from time to time, BPP Professional Education Ltd and BPP Learning Media Ltd may:
 - Use the information to perform their obligations and enforce rights under this Agreement.
 - Use the information to inform customers about courses, products or services which may be of interest to them.
 - Share the information with BPP group companies to inform the customer about other products or services which may be of interest to them.
 - Use the information to inform customers of feedback and exam results.
 - Communicate with the customer's employer regarding their progress, results and attendance.
- 12.2 Customers have the right to receive details of the personal information held by BPP Professional Education Ltd or BPP Learning Media Ltd. A fee of £20 will be payable.
- 12.3 In the event that customers do not wish to receive correspondence from BPP Professional Education Ltd or BPP Learning Media Ltd, a written request should be sent to the registered office.

13. Validity

If any provision of this Agreement is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent.

14. Jurisdiction

The parties to this Agreement irrevocably submit to the exclusive jurisdiction of the English Courts for the determination of disputes arising under this Agreement.

15. Discounts

In the event that several discounts may apply to a course the customer shall be entitled only to one discount, at its discretion. In the event of any inconsistency between the Terms and Conditions on our website and those contained in this document, the latter take precedence.