

# Open Study College - Website Terms and Conditions of Sale

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply the services, products and distance learning courses and course materials (the "Course(s)") listed on our website <http://www.openstudycollege.com> (the "Website") to you. Please read these terms and conditions carefully before ordering any Courses.

You understand that by ordering any of our Courses, you agree to be bound by these terms and conditions, Website Terms of Use and our Privacy Policy. Please understand that if you do not accept these terms and conditions, you will not be able to order any Courses from our Website.

The Website provides information on the Courses and other services available through our Website or offered by OSC. All Courses advertised on this Website are provided by approved OSC learning providers or by OSC itself.

**We reserve the right at our sole discretion to refuse enrollment on any of the courses we offer.**

"Course Materials" means the learning materials, books, support and tuition (where applicable) relating to any Courses.

## 1. INFORMATION ABOUT US

[www.openstudycollege.com](http://www.openstudycollege.com) is a Website operated by OSC ("we", "us"). OSC is a limited company registered in England and Wales under company number 06349148 and has its registered office at 6140 Knights Court, Birmingham Business Park, Solihull Parkway, B37 7WY. We are registered as a data controller on the Data Protection Register as required by the Data Protection Act 1998. Registration number Z134852X.

## 2. SERVICE AVAILABILITY

Our Website is intended for use only by people resident in the Serviced Countries (Can be found in the "country" drop down box during online checkout or is available via email, please email [info@openstudycollege.com](mailto:info@openstudycollege.com) to request this information) We do not accept orders from outside those countries.

## 3. REGISTRATION, PASSWORDS AND SECURITY

3.1 When you register for any part of the Website, you must ensure that the details provided by you on registration or at any time are correct and complete. Please also inform us immediately of any changes to the information that you have provided so that we can communicate with you effectively.

3.2 If you register to use the Website you will be asked to create a username and password. You must keep this password confidential and must not disclose or share it with anyone. If you know or suspect that someone else knows your password you should notify us by contacting [info@openstudycollege.com](mailto:info@openstudycollege.com). When you enroll for a Course you will be issued with a student number which will be retained by you throughout your relationship with OSC.

3.3 If we have reason to believe there is likely to be a breach of security or misuse of the Website, we may require you to change your password or we may suspend your account.

## 4. YOUR STATUS

By placing an order for Courses through our Website, you warrant that you are: (a) legally capable of entering into binding contracts; and (b) at least 18 years old

## 5. PLACING AN ORDER

5.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy Courses. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that Courses have been dispatched (the Dispatch Confirmation). The contract between us (Contract) will only be formed when we send you the Dispatch Confirmation.

5.2 The Contract will relate only to those Courses whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Courses which may have been part of your order until the dispatch of such Courses has been confirmed in a separate Dispatch Confirmation.

## **6. AVAILABILITY AND DELIVERY**

6.1 Materials will be sent by courier to the address you have given us for delivery.

6.2 We aim to fulfill your order by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then with a reasonable time of the date of Dispatch Confirmation, unless there are exceptional circumstances.

6.3 The Courses will be at your risk from the time of delivery. Ownership of the Courses will only pass to you when we receive full payment of all sums due in respect of the Courses including delivery charges.

## **7. COURSE MATERIALS**

7.1 It is your responsibility to inspect the Course Materials as soon as you have received them and to inform us about any defects.

7.2 We do not make any commitment to you that the content of the Courses will meet any specific requirements that you have and we expect you to take reasonable care to verify the course in question will meet your needs. We do not make any commitment to you that you will obtain any particular qualification from your receipt of the Courses.

## **8. YOUR CONSUMER RIGHTS**

8.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Courses. In this case, you will receive a full refund of the price paid for the Courses in accordance with our refunds policy (set out below). Refunds are only available for paper based courses and not for CD-Rom or online based courses. If you have broken a security seal on any item then we will not be able to provide a refund.

8.2 To cancel a Contract, you must inform us in writing by sending a cancellation letter by Royal Mail Recorded delivery to our registered office address. You must also return the Courses and all Course Materials to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Courses and Course Materials while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

8.3 If, in our sole opinion, any Course and Course Materials are not returned to us in the same condition you received them, you may be charged a replacement cost for such Course and Course Materials.

8.4 After seven days have elapsed, we cannot accept Courses or Course Materials back under any circumstances and any and all fees become payable by you.

## **9. OUR REFUNDS POLICY**

9.1 We offer a refund on all paper based Courses and Course Materials provided they are returned to us within seven working days after you received them, via Royal Mail Special or Recorded Delivery in the same condition you received them and (in our sole opinion) in a re-saleable condition and not marked in any way. No refunds are available for CD-Rom or online based Courses. If you have broken a security seal on any item then we will not be able to provide a refund.

9.2 When you return Courses and Course Materials to us:

(a) because you have cancelled the Contract between us within the seven-day cooling-off period we will process the refund due to you as soon as reasonably possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Courses concerned in full, not including the cost of sending the item to you. You will be responsible for the cost of returning the item to us.

(b) for any other reason (if for example you claim that the Course or Course Materials are defective), we will examine the returned Course or Course Materials for defects and will notify you of your entitlement to any refund via e-mail within a reasonable period of time. Courses or Course Materials returned by you because of a valid defect will be refunded in full, including a refund of the delivery charges for sending the items to you and the cost incurred by you in returning the item to us.

9.3 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## 10. **PRICE AND PAYMENT**

10.1 The price of any Courses will be as quoted by us or on our Website from time to time, except in cases of obvious error. These prices include VAT but exclude delivery costs (A total order price including VAT and delivery is given when using the on-line checkout). Prices may be liable to change at any time. Special offers are subject to availability. Special offer discounts are only available at the time of ordering and cannot be backdated.

10.2 Our site contains a large number of Courses and it is always possible that, despite our best efforts, some of the Courses listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Course's correct price is less than our stated price; we will charge the lower amount when dispatching the Course to you. If a Course's correct price is higher than the price stated on our Website, we will normally, at our discretion, either contact you for instructions before dispatching the Course, or reject your order and notify you of such rejection (in which case you will not be enrolled on the course).

10.3 We are under no obligation to provide the Course to you at any incorrect (lower) price, even after we have sent you a Dispatch Confirmation.

10.4 Payment for all Courses must be by credit or debit card. We accept payment with MasterCard, Visa, AMEX, Maestro, Electron and Solo cards. You may also pay by cheque or bank transfer but any course discounts will not apply.

## 11. **PAYMENT BY INSTALLMENT**

11.1 Instalment agreements with OSC can only be set up if you have a valid UK debit or credit card. We do not accept students on to our instalment agreements if you are outside of the UK or will spend any time outside of the UK when an instalment payment is due. Any student enrolled via an instalment plan must pay the remaining balance before leaving the UK.

11.2 Students enrolled via an instalment plan agree that the monthly fee will automatically be debited from your designated debit or credit card as per the instalment agreement that will be summarised to you via our website or over the telephone during your registration.

11.3 You must ensure funds are available in your designated account in order for us to process instalment payments on the agreed days. If the payment fails you will incur a £12 administration fee. If you fail to make payment within 10 working days of your payment becoming overdue, the remainder of your instalments will become immediately payable and a £35 administration charge will be applied to your account.

11.4 If your account remains in arrears for more than 31 consecutive days we reserve the right to pass your details on to an external collection agency who may be instructed to collect the due balance on our behalf and an additional 15% will be added to the balance outstanding.

## 12. **REGISTRATION WITH AWARDING BODIES**

All outstanding debts owed to OSC must be paid before we will issue you with a certificate of completion.

## 13. **FAILURE TO COMPLETE A COURSE IN TIME**

You will generally be required to complete your Course within a set time period. You are strongly encouraged to complete your Course within this time period. You may not be able to extend the time in which you are allowed to complete your Course.

## 14. **COURSE TRANSFER**

14.1 We retain the sole discretion concerning whether you may transfer to another Course offered by us. Any such request to transfer to another course must be made in writing. Requests to transfer courses must be made within 7 working days after you have received the Course and Course Materials from which you wish to transfer and will only be considered after the return of the Course and all Course Materials to us in the same condition in which you received them (as detailed under our Refunds Policy above). If, in our sole opinion, any Course and Course Materials are not returned to us in the same condition you received them, you may be charged a replacement cost for such Course and Course Materials.

14.2 In the event we agree that you may transfer to another Course and that new Course costs more than the discontinued course any balance shall be paid immediately and in full (unless otherwise agreed by us under as part of

an installment agreement). In the event that the new Course costs less than the discontinued Course we will reimburse any balance to you. A standard £35 transfer fee shall be payable for all Course Transfers.

## 15. **COURSE ASSISTANCE**

All Courses advertised on this Website are provided by approved OSC learning providers and or OSC itself. If you require any assistance in relation to your Course you should in the first instance always contact the named tutor on your welcome letter.

## 16. **OUR LIABILITY**

16.1 The Courses and Course Materials are provided on an “as is” basis without any warranties, representations or conditions of any kind. OSC and its suppliers, to the fullest extent permitted by law, disclaim all warranties, including the warranty of merchantability, non-infringement of third party rights and the warranty of fitness for a particular purpose. OSC and its suppliers make no warranties about the accuracy, reliability, completeness or timeliness of the Courses or Course Materials.

16.2 Our total aggregate liability for any loss or damage arising out of, or in connection with use of the Courses, Course Materials or this Website will not exceed the actual payment received by us from you for the Courses.

16.3 We will not be liable in any way for any increased costs or expenses, loss of profit, data, earnings, business, contracts, revenues or expected savings or any special indirect or consequential damage whatsoever arising out of any provision or use of the Courses, Course Materials or this Website or of any error or defect in them or of the performance non- performance or delayed performance of the Courses, Course Materials or this Website by us.

16.4 Notwithstanding any other terms and conditions, we do not attempt to exclude or limit our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation or for any matter which it would be illegal for us to exclude or attempt to exclude liability.

## 17. **INDEMNITY**

You agree to defend, indemnify and hold harmless OSC and its partners from time to time being, its employees and agents, from and against any claims, liabilities, damages, costs, actions or demands, including without limitation reasonable legal and accounting costs, alleging or resulting from your use or misuse of the Website the Courses and Course Materials or your breach of these Terms and Conditions of Sale.

## 18. **INTELLECTUAL PROPERTY**

All copyright and other intellectual property rights relating to the Courses and any Course Materials are either owned by or licensed to us. Copying, adaption or any other use of all or any part of it without permission is strictly prohibited.

## 19. **WRITTEN COMMUNICATIONS**

19.1 When using our Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

19.2 All formal notices from you are required to be sent by letter. A letter shall be delivered at our registered offices by recorded delivery post. If the notice is not returned as undelivered it will be deemed to have been given 3 working days after it was sent.

## 20. **EVENTS OUTSIDE OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to provide the Courses, Course Materials or this Website that is caused by events outside our reasonable control.

## 21. **OUR RIGHT TO VARY THE TERMS AND CONDITIONS**

We have the right to revise and amend these terms and conditions from time to time. Any such changes will be published on our Website.

22. **MISCELLANEOUS**

These terms and conditions constitute the entire agreement between you and us. Any clause in these terms and conditions that is found to be invalid or unenforceable shall be deemed deleted and the remainder of these terms and conditions shall not be affected by that deletion. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term. Nothing in these terms and conditions shall confer on any third party any benefit or the right to enforce any provision of these terms and conditions.

23. **LAW AND JURISDICTION**

These terms and conditions for the purchase of Courses through our Website will be governed by English law. Any dispute arising from, or related to the purchase of our Courses or your use of this Website shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.