

Terms and Conditions

1 Definitions and Interpretation

1.1 The definitions and rules of interpretation in this Condition 1 apply in these terms and conditions of business (the "Conditions") unless otherwise stated: -

Agreement means the entire agreement between Unicourse Ltd and the Customer comprising these Conditions, the Enrolment Form and any Credit Agreement that may be entered into in relation to a Distance Learning Package;

Business Day means any day other than Saturday or Sunday that the clearing banks are open for business in the City of London;

Credit Agreement means any agreement for credit facilities entered into between the Customer and Unicourse Ltd;

Customer means the person named on the Enrolment Form and to whom Unicourse Ltd shall provide the Distance Learning Package;

Distance Learning Package means the provision of Services in respect of the course(s) identified in the Enrolment Form (or such other course(s) as Unicourse Ltd may from time to time agree to in writing) and all related support and tuition, where applicable, whether supplied by Unicourse Ltd or a Third Party;

Document means, without limitation, in addition to any eBooks and other documents in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form, regardless of the media on which it is contained;

Enrolment Form means the enrolment form completed by the Customer and submitted to Unicourse Ltd detailing the course(s) which the Customer has enrolled onto.

External Examination means any examination which is not operated or run by Unicourse Ltd that may be available to the Customer in respect of the Distance Learning Package;

Fees means the fees payable by the Customer to Unicourse Ltd;

Unicourse Ltd means a company incorporated under the laws of England and Wales with company number 08953801 whose registered office is 1 Old Hall Street, Liverpool L3 9HF, UK;

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Materials means the learning and training materials comprising all Documents, information, data, and records provided by Unicourse Ltd relating to a Distance Learning Package.

"Non-Transferable Courses" means CD ROM courses, reseller courses and non-tuition based courses;

Services means the distance learning services to be provided by Unicourse Ltd, or a Third Party Seller (as applicable), to the Customer in respect of the Distance Learning Package as more particularly described in Condition 5;

Support Period means the period during which Unicourse Ltd shall provide the Customer with support in relation to the Distance Learning Package, as advertised;

Software means any software provided by Unicourse Ltd to the Customer as part of the Distance Learning Package; and

Third Party Seller means a partner organisation which Unicourse Ltd has entered into an arrangement with to provide certain Distance Learning Packages.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 A reference to writing or written includes faxes and e-mail.

1.5 Singular words shall include the plural and vice versa.

1.6 Headings are included for convenience only and shall not affect the construction or interpretation of this Agreement.

2 Terms of Supply

2.1 The Customer should print a copy of these Conditions for future reference.

2.2 By placing an order through the Unicourse.org website, the Customer warrants that:

2.2.1 He/she is legally capable of entering into binding contracts; and

2.2.2 He/she is at least 18 years old.

2.3 In some cases, Unicourse Ltd accept orders as agents on behalf of Third Party Sellers. The resulting legal contract is between the Customer and that Third Party Seller, and is subject to the terms and conditions of that Third Party Seller, which they will advise the Customer of directly. The Customer should carefully review the terms and conditions applying to that transaction.

2.4 Unicourse Ltd may also provide links on the Unicourse.org website to the websites of other companies, whether affiliated with Unicourse Ltd or not. Unicourse Ltd cannot give any undertaking that Distance Learning Packages which the Customer purchases from Third Party Sellers via the Unicourse.org website, or from companies to whose website Unicourse.org has provided a link on its website, will be of satisfactory quality, and any such warranty or representation is disclaimed by Unicourse Ltd absolutely. The foregoing does not affect the Customer's statutory rights against the Third Party Seller. Unicourse Ltd will make Customers aware when a Third Party Seller is involved in

a transaction, and Unicourse Ltd may disclose information relating to the Customer to the Third Party Seller for such a transaction to be performed.

Price and Payment

2.5 The price and/or Fees of any Distance Learning Packages will be as quoted on the Unicourse Ltd website, updated from time to time, except in cases of obvious error. These prices are in pounds sterling and are subject to VAT.

2.6 Fees are liable to change at any time, but changes will not affect orders in respect of which Unicourse Ltd have already sent the Customer a dispatch confirmation.

2.7 If a Customer enrolls onto a course of study with Unicourse Ltd and enters into an agreement to pay fees by instalments then these instalments must be paid on the date indicated on the Enrolment Form, each consecutive month, until the fees are paid in full. If such fees are not paid as agreed then Unicourse Ltd reserves the right to immediately suspend the Customer from his/her programme of study. A suspension will involve removal of login privileges to the Unicourse Ltd Moodle virtual learning environment and withdrawal of tutorial, assessment and support services. An administration fee of £50 will be charged to the Customer in the event of each suspension. When an instalment becomes overdue by a minimum of one calendar month then Unicourse Ltd reserves the right to withdraw a Customer from a course of study without any reimbursement of fees paid.

2.8 The Customer must pay all outstanding fees before an academic award can be applied for.

3 How the contract is formed with Unicourse Ltd

3.1 After completing the Course Application Form, the Customer will receive an e-mail from Unicourse Ltd acknowledging that Unicourse Ltd has received the application. Please note that this does not mean that a place on the course has been offered. All applications are subject to acceptance by Unicourse Ltd, and Unicourse Ltd will confirm such acceptance to the Customer by sending the Customer an e-mail with a hyperlink to the Enrolment Form (the Confirmation), which offers a place on the course. The contract between Unicourse Ltd and the Customer will only be formed when Unicourse Ltd receives the completed Enrolment Form.

3.2 The contract between Unicourse Ltd and the Customer will relate only to the Distance Learning Package for which Unicourse Ltd have confirmed acceptance in the Confirmation. Unicourse Ltd will not be obliged to supply any other Distance Learning Package.

4 Right of Cancellation

4.1 The Customer shall have the right to cancel enrolment, without giving a reason, within a 21-day Cancellation Period, which commences on the date full or part fee payment is received by Unicourse Ltd, in which case a full refund of any tuition fees will be applicable.

Should the Customer wish to cancel the Programme of Study within the Cancellation Period then he/she should email enquiries@unicourse.org with details of his/her intentions.

4.2 Cancellation must be made via e-mail and not by telephone.

5 Services

5.1 During the Support Period, Unicourse Ltd shall provide the Customer with support and tuition.

5.2 If requested, Unicourse Ltd may, at its sole discretion, extend the Support Period for a fee to be agreed between Unicourse Ltd and the Customer.

5.3 Unicourse Ltd will provide the Customer with such information as is in its possession to assist the Customer in making arrangements to sit External Examinations, if applicable. In all other respects, the Customer will be solely responsible for making arrangements to enable them to sit External Examinations and for any and all fees in relation thereto.

5.4 If Unicourse Ltd, in its sole discretion, assists the Customer in making arrangements to sit External Examinations the Customer acknowledges that Unicourse Ltd shall not be responsible for any losses incurred by the Customer as a result of inaccurate information provided in connection with any such arrangement except such losses caused as a direct result of a failure on the part of Unicourse Ltd to act with reasonable care and skill.

5.5 Unicourse Ltd shall use its reasonable endeavours to:-

5.5.1 provide the Services and to deliver the Distance Learning Package to the Customer and

5.5.2 meet any performance dates specified in this Agreement, but any such dates shall be estimates only and time shall not be of the essence.

5.6 Any kit, commercial software or equipment required to undertake a unit/module of study on any course provided by Unicourse shall be provided by the Customer at his/her cost.

6 Customer's obligations

6.1 The Customer shall:-

6.1.1 co-operate with Unicourse Ltd in all matters relating to the provision of the Distance Learning Package;

6.2 If Unicourse Ltd.'s performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, Unicourse Ltd shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

7 Intellectual Property Rights

7.1 As between the Customer and Unicourse Ltd, all Intellectual Property Rights and all other rights in the Materials shall be owned by Unicourse Ltd.

7.2 In consideration of payment of the Fees, Unicourse Ltd grants the Customer the non-exclusive, non-transferable right to use and copy the Materials for his or her non-commercial private use and study. If this Agreement terminates, this licence shall automatically terminate.

8 Confidentiality

8.1 The Customer shall keep in strict confidence all Materials and any other confidential information concerning Unicourse Ltd.'s business or its products which the Customer may obtain.

8.2 The Customer may disclose such confidential information as may be required by law, court order or any governmental or regulatory authority.

8.3 The Customer shall not use any confidential information obtained from Unicourse Ltd for any purpose other than for his/her personal use, including private study and External Examinations.

9 Data Protection

9.1 Unicourse Ltd will handle personal information in accordance with the terms of its current Privacy Policy. Unicourse Ltd.'s privacy statement can be viewed at www.unicourse.org/privacy-policy.

9.2 The Customer acknowledges and agrees that personal data will be processed by and on behalf of Unicourse Ltd in connection with the provision of the Distance Learning Package and that details of the Customer's name, address and payment record may be submitted to a credit reference agency. The Customer also agrees to the following Privacy Notice produced by the Skills Funding Agency: "The information you supply will be used by the Skills Funding Agency, an Executive Agency of the Department for Business, Innovation and Skills, to issue you with a Unique Learner Number (ULN), and to create your Personal Learning Record. For more information about how your information is processed and shared refer to the Extended Privacy Notice available on Gov.UK".

10 Unicourse Ltd course transfer facility

10.1 If a Customer wishes to transfer to a different course offered by Unicourse Ltd, Unicourse Ltd may, at its sole discretion, agree to such transfer.

10.2 Unless the Customer is paying under a Credit Agreement, if Unicourse Ltd agrees that the Customer may transfer to a different course, Unicourse Ltd will transfer any fees paid to that date for the Distance Learning Package that the Customer wishes to discontinue (the "Discontinued Distance Learning Package") towards the amount payable for the new course to which it has been agreed that the Customer may transfer PROVIDED THAT:-

10.2.1 Unicourse Ltd receives payment for the balance of the Fees, if any, due in respect of the new Distance Learning Package (if more expensive than the Discontinued Distance Learning Package); or

10.2.2 the appropriate transfer fee has been paid to Unicourse Ltd to cover tuition and/or administrative costs;

10.3 In no circumstances is a course transferable if:

10.3.1 it is a Non-Transferable Course; or

- 10.3.2 after a period of 3 months from enrolment; or
- 10.3.3 within 6 months of completion of the course; or
- 10.3.4 account payment is in arrears

11 Warranties

11.1 Unicourse Ltd warrants that:-

11.1.1 the Materials will be of satisfactory quality and reasonably fit for all the purposes for which materials of the kind are commonly supplied (however Unicourse Ltd does not warrant that the Materials will be error free); and

11.1.2 it will perform the Services with reasonable skill and care.

11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

12 Limitation of Liability

12.1 This Condition 12 sets out the entire financial liability of Unicourse Ltd (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:-

12.1.1 any breach of this Agreement;

12.1.2 any use made by the Customer of the Distance Learning Package or any part of it; and

12.1.3 any representation, statement or delictual act or omission (including negligence) arising under or in connection with the Agreement.

12.2 Nothing in this Agreement limits or excludes the liability of Unicourse Ltd:-

12.2.1 for death or personal injury resulting from its negligence or the negligence of its employees or agents; or

12.2.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Unicourse Ltd;

12.2.3 any other liability that cannot be limited or excluded by law.

12.3 Subject to Condition 12.2, Unicourse Ltd.'s total liability arising in connection with the performance, or contemplated performance, of this Agreement, shall be limited to the price paid by the Customer for the Distance Learning Package.

12.4 Subject to Condition 12.2 Unicourse Ltd shall not be liable to the Customer for:-

12.4.1 any loss of profits, anticipated savings, turnover, loss of business, contracts, data, depletion of goodwill or similar losses or pure economic loss (whether direct or indirect in nature);

12.4.2 any indirect loss or damages which happen as a side effect of the main loss or damage;

12.4.3 loss or damage caused by Unicourse Ltd in circumstances where there is no breach of legal duty owed by Unicourse Ltd to the Customer;

12.4.4 loss or damage which is not a reasonably foreseeable result of any breach of this Agreement by Unicourse Ltd; and/or

12.4.5 any claims brought against the Customer by any other party in each case however arising.

13 Termination

13.1 Without prejudice to any other rights or remedies which Unicourse Ltd may have, Unicourse Ltd may terminate this Agreement (after the expiry of a Default Notice served on the Customer in terms of the Consumer Credit Act 1974 where appropriate) without liability to the Customer immediately on giving notice to the Customer if the Customer fails to pay any amount due under this Agreement including, but not limited to the Fees on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment.

13.2 Either Unicourse Ltd or the Customer may terminate this Agreement at any time if the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within twenty one (21) days of that party being notified in writing of the breach.

14 Consequences of Termination

14.1 Termination of this Agreement, however arising, shall not affect or prejudice the accrued rights of the parties as at expiry or termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

14.2 On termination of this Agreement for any reason:-

14.2.1 the Customer shall immediately pay to Unicourse Ltd all outstanding sums, including, without limitation, Fees, regardless of academic progress;

14.2.2 Conditions 1 (Definitions and Interpretation), 7 (Intellectual property rights), 8 (Confidentiality), 11 (Warranties), 12 (Limitation of Liability), 14 (Consequences of Termination), and 25 (Governing Law and Jurisdiction) shall survive termination of this Agreement and continue in full force and effect.

15 Force majeure

15.1 Unicourse Ltd shall have no liability to the Customer under this Agreement if it is prevented from, or delayed in performing, its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Unicourse Ltd or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

16 Variation

16.1 Unicourse Ltd may, from time to time and without notice, amend Distance Learning Packages and the terms and conditions of this Agreement in order to comply with changes in technology, changes in payment methods or changes in applicable regulatory or statutory requirements, provided that such changes do not materially affect the nature of the Distance Learning Packages.

16.2 Subject to Condition 16.1, no variation of this Agreement or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

17 Waiver

17.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

17.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

18 Severance

18.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

18.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19 Entire agreement

19.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

19.2 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 19 shall limit or exclude any liability for fraud.

20 Assignment

20.1 The Customer shall not, without the prior written consent of Unicourse Ltd (which Unicourse Ltd will not withhold or delay unreasonably), assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

20.2 Unicourse Ltd may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent, but this will not affect the Customer's rights under this Agreement.

20.3 If there is an assignment pursuant to this Condition 20, Unicourse Ltd may disclose to any proposed assignee any information in its possession that relates to this Agreement or its subject matter, the negotiations relating to it and the Customer which it is necessary to disclose for the purposes of the proposed assignment.

20.4 Each party is acting on its own behalf and not for the benefit of another person.

21 No partnership, joint venture or agency.

21.1 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between Unicourse Ltd and the Customer, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

22 Written Communications

22.1 Applicable laws require that some of the information or communications Unicourse Ltd send should be in writing. The Customer accepts that communication with Unicourse Ltd will be mainly electronic. Unicourse Ltd will contact the Customer by e-mail or provide the Customer with information by posting notices on the Unicourse Ltd website. For contractual purposes, the Customer agrees to this electronic means of communication and the Customer acknowledges that all contracts, notices, information and other communications that Unicourse Ltd provides to the Customer electronically comply with any legal requirement that such communications be in writing. This condition does not affect the Customer's statutory rights.

23 Notices

23.1 Any notice or other communication required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by e-mail or by post to the other party and for the attention of the person or as otherwise specified by the relevant party by notice in writing to the other party.

23.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to in Condition 23.3, or if sent by e-mail 24 hours after the e-mail is sent, or if sent by post at 9.00 am on the second Business Day after posting. In proving the service of any notice, it will be sufficient to prove, in the case of a letter that such letter was properly addressed, stamped and placed in the post and in the case of an e-mail that such an e-mail was sent to the specified e-mail address of the addressee.

23.3 The following addresses shall be the addresses to which any notice or other communication should be sent in relation to this Agreement:-

23.3.1 Unicourse Ltd, 1 Old Hall Street, Liverpool L3 9HF, UK. E-mail: enquiries@unicourse.org; and

23.3.2 Customer: the last known e-mail address or address of the Customer as supplied by the Customer to Unicourse Ltd

and in each case as the same may be updated in writing from time to time.

23.4 The Customer shall notify Unicourse Ltd immediately in writing of any change of address or contact details.

23.5 Any complaints should be addressed in terms of Unicourse Ltd Complaints Policy, available on Moodle.

24 Rights of third parties

24.1 Save as expressly provided in this Agreement, no term of this Agreement shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

25 Governing law and jurisdiction

25.1 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.

25.2 The parties irrevocably agree that the English Courts shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter or formation (including non-contractual disputes or claims).