



## FIXED SUM LOAN AGREEMENT

As you have chosen to pay by monthly instalments, you must read and sign the agreement below.  
Fixed-Sum Loan Agreement regulated by the Consumer Credit Act 1974

This Agreement is made between: - SCP Ltd t/a learndirect, ("the Creditor") and You, ("the Debtor")

Debtor Name: Michael Williams

Debtor Address: 30 Pulton Place  
London  
London  
SW61EF

## KEY FINANCIAL INFORMATION

Amount of Credit: £367.3

Duration of Agreement: 10 months

Total Amount Payable (including deposit): £377.29

APR: 0%

The amount of credit will be repaid by 10 instalments of £36.73. The first instalment is payable on the last banking/working day of the month, when enrolling between 1st-25th of the month. When enrolling from the 26th onwards the first payment will be collected on the last working/banking day of the following month.

## OTHER FINANCIAL INFORMATION

Description of Goods/Services: Meteorology

Total cash price: £377.29

learndirect is a trading name of Stonebridge Colleges Publishing Ltd, Registered in England and Wales, No. 06779528.

Stonebridge Colleges Publishing  
42 Ocean View Road,  
Bude,  
Cornwall,  
EX23 8ST

## MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

## IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the creditor cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights. You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

## CANCELLATION RIGHTS

You have a right to cancel this Agreement for 14 days, beginning from today's date. You may exercise this right by posting Us written notice. This is a credit agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

## TERMS AND CONDITIONS

learndirect is a trading name of Stonebridge Colleges Publishing Ltd, Registered in England and Wales, No. 06779528. Stonebridge Colleges Publishing 42 Ocean View Road, Bude, Cornwall, EX23 8ST You will also find a copy of our Terms and Conditions in full below below - we advise that you read this prior to signing your agreement also. Terms applying to all of our clients agreements In consideration of the agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party shall agree as follows;

### 1. Definitions

For the purposes of these terms:

Headings; Number and Gender. The headings of sections and paragraphs are inserted for convenience only and shall not be deemed to constitute part of this agreement or to affect the construction thereof. The use in this agreement of singular, plural, masculine, feminine and neuter pronouns shall include the others as the context may require.

'We' and 'us' means learndirect, who will provide the services to you.

'You' means the student receiving the services.

'Course' means a distance learning course or course designed and developed by us including all revisions and updates to such course as we may make from time to time.

'Course Materials' means the physical materials relating to any one course, together with all revisions and updates made by us from time to time, which may be in any format and which are required by the student to complete the course.

### 2. Your Responsibilities

We affirm that the course materials will meet a satisfactory level of quality; however, we do not affirm that

they will be error free. You are responsible for inspecting the course materials and informing us about any oversights as soon as is reasonably possible following delivery.

We place no time limits on you to complete your course, so you can take however long you need, whether that be 2 months or 2 years. However, we encourage students to complete their course within 12 months in order for the course to remain current and for you to stay motivated. If you are intending to take leave from your course for a period of 6 months or longer you are required to notify us in order for us to honour this policy of 'no time limits'. If you fail to notify us, continuation of your course will incur a £40 reactivation fee.

Due to the nature of the Foot Health Practitioner Course all students must complete the entire course within a period not greater than 2 years.

You are required to notify us, either in writing at our registered address or by telephone, of any changes to your postal address.

### 3. Transferring Course

We retain the sole discretion concerning whether a course may be transferred from you to a third party. Any such request must be made to us in writing at our registered address. We will treat all justifiable requests as compassionately as possible.

We retain the sole discretion concerning whether you may transfer to another course offered by us. To request a course transfer you must send a signed, written request via recorded delivery to the Cancellations and Conversions Department at our registered address. We will treat all justifiable requests as compassionately as possible.

If we agree to the course transfer, the total fees paid towards the discontinued course will be offset against the cost of the new course. However, we will require that if the new course fee is greater than that of the discontinued course, the balance should be paid in full along with a standard £40 transfer fee.

### 4. Practical Training

The topics covered during the practical training will be as close as possible to those stated on the website. However, if we are obliged to make any minor changes to your practical training we reserve the right to do so and will inform you as soon as possible.

All outstanding course fees must be paid in full at least one month before your practical training is due to commence.

Any materials offered free with the course, e.g. the Free Practitioner's Toolkit and Free Patient Diagnosis Handbook, will be given to you on the first day of your practical training.

### 5. Appeals

You have a right to appeal the outcome of an assessment on the grounds that you do not agree with the assessment decision made by the Assessor/Tutor/Marker, or that the assessment procedures have not been carried out properly. If you wish to appeal, you must submit written notice to the Faculty Manager at our registered address within five days of receiving notification of the grade or assessment. Your notice must include your intention to appeal and the grounds for appeal. You must also then provide a full case, in writing, within a further fourteen days.

The Faculty Manager will review the submission and assessment material with the Internal Verifier and Quality Manager for the final grading. Their decision is final and you will be advised of the outcome in writing.

For a copy of the appeals policy and procedure, please send a written request to the Administration Department at our registered address.

## 6. Disclaimer of Warranties and Limitation of Liability

We warrant that we will carry out the service to you with a reasonable level of care and skill. If you require any changes to these terms, please request such changes in writing to the address above. Any liability under any agreement between you and us shall be limited to any sums paid by you to us. As far as permitted by law, we shall not be liable to any person for losses or damages that were not reasonably foreseeable and that were not caused by any breach on our part. We shall not be liable to any person for any direct or indirect loss or damage as a result from your course enrolment. Any liability that does arise will be limited to the course fee paid. We are not qualified to provide you with advice regarding health problems. If you require any such advice, we recommend you seek the opinion of your doctor or any other medical practitioner. Any holistic health care advice we do provide should be treated as congruent to, and not an alternative for, accustomed health care.

## 7. Waiver

None of the conditions or provisions of this Agreement shall be held to have been waived by either party, except by an instrument in writing signed by a duly authorised officer or representative of each party. The waiver by either party of any right hereunder or the failure to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, shall not be deemed to be a waiver of any other rights hereunder or any breach or failure of performance of the other party.

## 8. Payment

All outstanding debts to us must be made before we will issue you with a diploma or certificate.

We reserve the right to refuse enrolment on any of the courses we offer.

If you are using a credit agreement and paying for the course by instalments, you agree to pay the instalments promptly and on the dates specified in the credit agreement, irrespective of the speed at which you are studying. If you are issued with a new card, please notify us as soon as possible so that we can update our records. If you are paying by instalments and your card is declined or you miss a payment for any other reason, we will notify you by email and then letter, and your course account will be locked.

## 9. Copyright

All copyright and other intellectual property rights relating to the course materials are either owned by or licensed to us. Copying, adaptation or any other use of all or any part of the course materials without our express permission is strictly prohibited.

## 10. Other Terms

If at our discretion we afford you any relaxation of these terms, this shall in no way affect our rights under these terms and conditions.

This Agreement shall be interpreted in all respects in accordance with the law of England and Wales. The parties hereby submit to the exclusive jurisdiction of the English courts for the determination of any question or dispute arising in connection with this Agreement.

If the whole, or any part, of any clause(s) of this Agreement is or becomes invalid for any reason, that

invalidity shall not affect the validity of any other provision.

All courses are available to be purchased in non-tutored book format for 90% of the course fee as listed on this website.

## 11. Cancellation

In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which replaced the Consumer Protection (Distance Selling) Regulations 2000, you may cancel your course anytime within fourteen working days after you receive your course materials whether in hard copy or online.

To cancel your course you must send a signed, written notice via recorded delivery to the Cancellation and Conversions Department at our registered address in Bude (cancellations by telephone will not be accepted).

In line with The Consumer Rights Act 2015, you also have a 14 day right to change your mind and get a full refund for digital content, i.e. Online courses, that you have purchased, unless you have already started to download it.

You must also return any course related hard copy materials in their original packaging to us at your own cost and risk, and in a resaleable condition. We strongly encourage you to send the course materials by recorded delivery so that you can track the return.

Upon receipt of cancellation notice and returned course materials at our registered address - and provided the course materials are, at our sole discretion, in resaleable condition - we will process the refund due to you within thirty days of our receipt of your written notice of cancellation.

### PLEASE NOTE:

Outside the standard Terms and Conditions cancellations maybe considered on a case by case basis. In this case a cancellation fee equating to 50% of the remaining course balance will be charged. This fee will be requested as a one-off payment to settle the account.

## 12. Data Protection

We are registered with the ICO, No. Z1636831, and are committed to protecting your privacy and keeping your personal information secure. We will not disclose your details to any person, unless you have given your consent or we are compelled to do so by law, or in response to a valid, legally compliant request by any law enforcement agency or government authority.

Signed for and behalf of the Debtor:

A handwritten signature in black ink, consisting of several loops and a final flourish, positioned below the signature line.

31.05.2020