

Terms and Conditions

The assurances of the relationship

General

[learndirect is registered in England and Wales, No. 06779528.](#)

learndirect

1st Floor
Wilson House
2 Lorne Park Road
Bournemouth
Dorset
BH1 1JN

Terms applying to all of our client 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.

For all courses except our Functional Skills courses, you are granted access to your learner platform for a period of 24 months. All Functional Skills courses have a 12-month duration. If you are intending to take leave from your course for a period of 3 months or longer you are required to notify us. If you require additional time to continue your studies after the 24 months has expired, a £40 extension fee may be charged.

You are required to notify us, either in writing at our registered address, emailing Customerservices@learndirect.com or by telephone on 01202 006 464, Option 2, of any changes to your postal address.

3. Transferring Course

We retain the sole discretion concerning whether you may transfer to another course offered by us. To request a course transfer, you must contact the Customer Service team by emailing Customerservices@learndirect.com or calling 01202 006 464, Option 2.

If we agree to the course transfer, the total fees owed on the original course will still be due even if the new course is of a lower value. The difference in cost will be applied as a credit on your account which can be applied to future courses purchases. 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

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.Course Updates

Training Courses with E-Learning elements will take place via an online learning platform. We reserve the right to change that platform at any time in which case we will not incur any additional liability to you. It is your responsibility to ensure you have the required online computer access to enable you to meet the requirements of the course.

Whilst we make utmost efforts to ensure the accuracy of the Training Materials, we do not represent, warrant, or guarantee that the Training Materials will be completely error free. In circumstances where you discover an error or inaccuracy in the content contained in the Training Materials and/or the Learning Platform please notify us at the earliest opportunity.

Due to the nature and timeline of education, Training Materials and/or Practical Lessons may require updating at any time to ensure compliance with industry best practice and awarding body requirements. If any changes are made to your course, we will aim to inform you as soon as reasonably possible but will not incur any additional liability to you.

In the circumstance a unit or exam is due to be retired by us or an external vendor we will aim to inform you as soon as is reasonably possible the deadline for completion but will not incur any additional liability to you. If available, we will inform you of the option to take up an updated version of said unit or exam, which may incur a cost to yourself.

Refunds are not available for any of the circumstances listed in this section.

6.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 email Customerservices@learndirect.com.

7.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.

8.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.

9.Payment

All outstanding debts to us must be made before any course with learndirect can be considered as complete, this may include the issuing of any diploma or certificate. We reserve the right to refuse enrolment on any of the courses we offer.

If you are paying for the course by instalment, you agree to pay the instalments promptly and, on the dates, specified in the agreement, irrespective of the speed at which you are studying. If you are issued with a new debit/credit 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 reason, we will notify you by email, and your course account will be locked until your overdue payments have been made.

DEFAULTING ON THIS AGREEMENT

Defaulting on this agreement may have severe consequences and could make obtaining credit more difficult. This could also lead to you incurring any reasonable costs which we incur (including both administration costs and debt recovery costs), because you failed to meet the terms and conditions of this agreement.

a) If you're having trouble paying your bill, you should contact us immediately on 01202 006 464 (Option 1), to discuss ways we can help and the repayment options available to you.

b) If you don't pay on time: We may use third-party agents (for example Debt Collection Agencies, High Court Enforcement companies) to recover any debt due to us, or to discuss the need to increase your regular instalment. We may also, apply for and register a default against your/your address. Again, this could make obtaining credit in the future more difficult.

c) We may use a Credit Reference agency to review information held. This will help us choose the correct way in which we collect any outstanding debt from you. This can include any financial statement or assessment which has been provided by you to us.

We may make a legal claim against you to recover any debt owed (plus applicable costs) by court order. We can charge you interest at 8% per year above the current Bank of England base rate, this will be charged on the overdue amount owed until you pay this amount in full, including both applicable costs and interest.

PREMIUM CREDIT LIMITED CREDIT AGREEMENTS ONLY

You are committing to pay learndirect the full value of the course inclusive of VAT as detailed. By electing to pay by instalments, you will enter into a formal credit agreement with Premium Credit Limited, trading as SFP.

Under this arrangement SFP may have rights to recover from learndirect, including but not limited to, any losses relating to the provision of financial services that they incur, as a result of learners not keeping up with payments on credit agreements with SFP, relating to course fees.

If you, the learner has entered into such an agreement and learndirect has to make any payments or otherwise incurs any liability in respect of these, and/or any finance plan is cancelled, terminated, or ended for any reason, you will remain fully liable for all fees to learndirect.

You will reimburse learndirect for any losses learndirect incurs in compensating SFP.

10. 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.

11. 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.

12. Cancellation

Under this policy, for our courses bought online or over the telephone, you have a legal right to change your mind about the course purchased and receive a refund.

The deadline for changing your mind

You may change your mind about a course and cancel your purchase of the course no later than 14 calendar days after the day we confirm we have accepted your order and enrolled you onto the course.

This is called the "**Cancellation Period**".



How to let us know.

To let us know you want to change your mind, you are required to inform our customer service team directly. During our open hours of 9am-5pm Monday – Saturday and 10am - 5pm on Sunday, you can contact us via Live Chat which is accessible from the bottom of the contact us page on our website or via your learner platform. Alternatively, you can call our customer service team on 01202 006 464, Option 2.

Outside of our opening hours you can email your request to Customerservices@learndirect.com, complete the cancellation form on our website or write to our head office at the below address using the form in Appendix 1. Please retain a receipt of postage if using this option.

learndirect
Wilson House
2 Lorne Park
Road
Bournemouth
BH1 1JN

If you have ordered a Paper or Hard Copy Course: You must return any course related hard copy materials in their original packaging to us within 14 days of your telling us, you have changed your mind. Returns are at your own cost and risk, and the course materials must be returned in a resaleable condition. We strongly encourage you to send the course materials by recorded delivery so that you can track the return and provide proof of postage and delivery. If we do not receive the course materials at all or within a reasonable time, we will not be able to process your refund request.

For help with returns, please contact our customer service team on 01202 006 464 Option 2 within office hours 9am-5pm Monday – Saturday and 10am-5pm on Sunday or email us at Customerservices@learndirect.com

We only refund standard delivery costs. We cannot refund any extra you have paid for express delivery or for delivery at a particular time.

When and how we refund you. We will refund you as soon as is reasonably possible and within 14 days of your cancellation request being accepted and processed. If you are sending hard copy course materials back to us, we will refund you **within 14 days** of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We do not charge a fee for the refund.



Cancellation after the Cancellation Period. Once the Cancellation Period has expired, you no longer have an automatic right to cancel the course and receive a refund. However, in the event you wish to cancel outside the cancellation period please contact our cancellation team by emailing escalations@learndirect.com. Alternatively, you can call our customer service team on 01202 006 464, Option 2 during our office hours, 9am-5pm Monday – Saturday and 10am-5pm on Sunday. Cancellation requests outside of 14 calendar days will be considered on a case-by-case basis.

Please note that we are under no obligation to accept your cancellation and offer any refund outside the cancellation period.

As part of the cancellation process you will be required to confirm details so your refund can be issued. Should you fail to complete these details within 30 days of your request, your account will be reactivated.

13.Data Protection

We are registered as a Data Controller with the Information Commissioners Office (ICO). Registered reference: Z1636831.

We are committed to protecting your privacy and keeping your personal information secure. The lawful basis for most of our activity as a Data Controller will be driven by the mutual intent to create and fulfil a contract with our you, which will include a reasonable period during which there is relevant contact and marketing activity. There may be times when there is intent, but a contract is not created with you, and we may still process personal information for marketing purposes within a reasonable period.

We will only request and store the personal information we require to:

- a) provide you with our products and services, including those you may be interested in, or where we are legally obliged.
- b) request and store special category personal information, including health and financial information, when you request a related service or where we are legally obliged.
- c) share information with third parties as set out within our Privacy policy.
- d) use personal information provided to us in accordance with our Privacy policy.



We will keep personal information confidential and secure, in accordance with regulatory and legal frameworks.

We will only share your information with third parties to:

- a) fulfil our contract for product and service delivery.
- b) service and administer financial agreements
- c) where you have opted in to receive marketing material from our third parties. Your data may also be used for other purposes for which you give your permission or when required by law.

You have the right to request details of any personal information we hold about you or to withdraw consent to use your personal information in full or in part. For either request contact our Customer Services team: Customerservices@learndirect.com

Our full Privacy Policy can be found: <https://www.learndirect.com/help/legal-information/privacy-statement>. You may request a copy of the Privacy Policy on a durable medium at any time.



Appendix 1

MODEL CANCELLATION FORM FOR CONSUMERS

(Print, Complete and return this form only if you wish to withdraw from the contract)

To learndirect Limited

learndirect

Wilson House

2 Lorne Park Road

Bournemouth

BH1 1JN

Alternatively, Tel 01202 006 464, Option 2, or email customerservices@learndirect.com

I hereby give notice that I cancel my contract of sale of the following course,

Purchased course:

Ordered on:

Received log in details:

Name of consumer:

Address of consumer:

Email address of consumer:

Signature of consumer:

Date: