



Terms & Conditions

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Defined Terms

Within these terms and conditions, the following words will, unless otherwise indicated, have the following meanings:

“Commencement” & “Course Commences” means the point at which you are enrolled on your course, this will be the earlier of us providing you a course welcome email with login details or beginning the supply of our related services including but not limited to tutor and student support.

“Working Day” means a day (excluding Saturdays) on which banks are generally open in London for the transaction of normal banking business.

“Acceptance” means that on purchase of a Course you automatically accept these terms and conditions unless you advise us of your wish to cancel in line with your cancellation rights.

“Training Course” and **“Course”** means the Training Course and related services provided by us and chosen by you. The Course specification you will receive is defined on our website at the point of Commencement.

“Training Period” means the period during which we will provide you access to the Training Course and the associated learning materials, tutor support, and online learning platform. Unless otherwise stated the Training Period begins at Commencement.

“Training Materials” means all electronic and/or physical materials provided to you by us as part of the Course including all revisions and updates to such course as we may make from time to time.

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and unincorporated, associations, partnerships, and individuals.

1. Your acceptance of these Terms and Conditions creates a legally binding agreement between learndirect limited whose registered office is Wilson House, 2 Lorne Park Road, Bournemouth, Dorset, BH1 1JN, and whose company number is 06779528, (“learndirect”, “we” or “us”) and you in relation to the provision by us to you of a Training Course and related services.
2. learndirect Ltd. (FCA reference 925717) is an appointed representative of Stonebridge Associated Colleges Limited which is authorised and regulated by the Financial Conduct Authority (FCA) under firm reference number 673930.

Communications

3. You agree that we may deliver documents to you via electronic means, and you warrant that the email addresses you have provided to us are correct. You may email documents to us at: **customerservices@learndirect.com**
4. Communication regarding any element of these terms must be via our customer services team.

5. To contact our customer services team:

Email: customerservices@learndirect.com

We are available by phone:

- a) 9am to 5pm from Monday to Saturday
- b) 10am to 5pm on Sunday

Call us on 01202 006 464

You can also write to us at our registered address:

Learndirect

Wilson House,
2 Lorne Park Road,
Bournemouth, Dorset,
BH1 1JN

6. If your email or postal address changes you are required to notify us by contacting our customer service team.
7. A document transmitted via:
 - a. post will be deemed as having been delivered on the third day following the day on which it is posted; and
 - b. a successful email will be deemed as having been delivered from us on the working day immediately following the day on which it is transmitted. We cannot guarantee the timely receipt of emails you send us.

The Services

8. In consideration of the Course fees, we agree to provide the Training Course and associated services for the Training Period. Upon successful completion of the Training Course and if you meet the required standards set out by the relevant awarding body, you will receive certificates of qualification.
9. We reserve the right to refuse enrolment on any of the courses we offer.
10. Unless otherwise stated in your enrolment materials or our website The Training Course must be concluded within the Training Period outlined below:
 - a) Functional skills courses - 12 months
 - b) All other courses - 24 months
11. A request for access to any element of the Course, including but not limited to online learning platform access, tutor support, or examination re-sits which falls outside of the Training Period will be provided at our discretion only and may result in additional costs to yourself.
12. If we grant your request to an extension to your course, or any element of your course, in order to continue you will be required to accept the most up to date version of these terms and conditions.
13. If you are intending to take leave from your course for a period of 3 months or longer you are required to notify us.
14. In addition to the Training Course, you will receive access to our student support service during your Training Period.
15. If you fail to meet the required standards set out by us or the awarding organisation, you will be required to re-sit examinations or re-submit assessments. Unless otherwise stated this may result in additional costs to yourself which will be confirmed to you prior to you undertaking an examination re-sit or re-submitting an assessment. The number of examinations or assessment retries may be limited according to industry or awarding organisation standards.

16. Due to the evolving nature of education courses, if we grant your request to an extension to your course, or any element of your course, there may be differences to your purchased course including but not limited to the course specification or awarding body.

This may mean having to repeat elements of your learning including examinations. Wherever possible we will provide you an extension without course differences, where not possible we will use reasonable efforts to ensure any differences are minimal. We will advise you of any material differences to your course before you commit to an extension.

17. We consider the use of AI tools in completing assignments and assessments to constitute plagiarism. We may check your submissions for the use of AI generated content and will not accept those found to be plagiarised.
18. Refunds are not available for any element of the Training Course – including, but not limited to, tuition, learning materials, examinations, vouchers – which is not utilised within the Training Period.
19. If for any reason you would like to transfer to a different Course offered by us, you can make a request by contacting our customer service team. We retain the sole discretion whether you may transfer to another Course.
20. If we agree to a course transfer, the total fees owed on the original course will be due even if the new course is of a lower value. Transferring to a different Course may incur an additional cost to yourself.
21. In the event you cannot complete your course within the Training Period due to a substantiated illness or circumstance you may apply for an extension. To qualify for an extension, you must:
 - a. have notified us as soon as is reasonably possible.
 - b. provide medical evidence in order for us to make fair considerations.
 - c. progressed your course in a manner which, prior to your illness or circumstance, displays an intention to complete the Course within the Training Period.

We will assess each application on individual circumstances and, at our reasonable discretion, may offer an extension to the Training Period or an alternative method of support.

Extensions due to illness or personal circumstance are not guaranteed and may be offered with an additional cost to yourself.

22. We are unable to consider refunds if a pre-existing health condition prevents you from completing the Course in part or whole.

23. We design our courses to meet the needs of employers and universities respectively, but we can make no guarantee in respect of an individual employer or university recognising a given Course or qualification.
24. Qualifications which are certified on the Regulated Qualifications Framework (RQF) may not be recognised in Scotland the same way as in England, Wales, and Northern Ireland. It is your responsibility to ensure you choose a qualification which meets your needs.
25. Due to our own and our awarding organisation's quality assurance process, we cannot guarantee when your certificates will be received after you have passed your Course. We will use our best efforts to ensure you receive your certificates in a timely manner. You may request a letter of completion to prove your learning outcomes.
26. Qualification certificates are provided as eCertificates. Printed certificates may be available for a fee.
27. If you are not actively engaged in your studies for greater than 3 months you are required to notify your tutor. If you do not, or you remain inactive you may be temporarily withdrawn from your awarding body until you resume your studies. You may also be required to repeat elements of your course if it is updated during the time you are inactive or if you have fallen behind your study plan due to inactivity.
28. On completion of your course and prior to you receiving your certificate of qualification we may provide you provisional grades and/or a letter of completion. These are both subject to internal and external quality assurance procedures, and you may be required to provide further evidence to receive your final grades and certificate. Failure to provide any requested evidence in a timely manner may cause a delay to you receiving your certificate.
29. You are required to keep copies of your coursework for up to 3 years from receiving completing your course.

Practical Training

30. All outstanding Course fees must be paid in full at least one month before your practical training is due to start.
31. Any physical materials offered free with the course, for example the Free Patient Diagnosis Handbook, will be given to you on the first day of your practical training.

- 32. For any placements which require physical attendance we reserve the right to change the location, date, and time up to 7 days before the attendance date. We do not accept liability for travel or accommodation costs under any circumstances. We recommend booking refundable travel or accommodation where required.
- 33. We reserve the right to change our placement suppliers and partners at any time.
- 34. If you have booked an observation with us and cancel your observation within 7 days of the observation date, there is a fee to rebook which will be confirmed to you at the point you cancel.

Course Updates

- 35. 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.
- 36. Whilst we make up-most 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.
- 37. 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 organisation 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.
- 38. 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.
- 39. We reserve the right to change our delivery partners, suppliers, awarding organisations and accreditation bodies at any time. Where we make such changes, we will use best efforts to ensure the educational outcomes of your course are unaffected.

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

Appeals

40. You have a right to appeal the outcome of an exam or assessment on the grounds that you do not agree with the decision made by the Assessor/Tutor/ Marker, or that the assessment procedures have not been followed correctly. If you wish to appeal, please contact our Customer Services team within five days of receiving notification of the grade or assessment.
41. 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 contact our customer service team.

Cancellation

42. 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.

43. 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

44. To let us know you want to change your mind; you are required to inform our customer service team directly. You can also 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.
45. 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 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**.

When and how we refund you

46. We will refund you as soon as is reasonably possible and within 14 days of your cancellation request being received and accepted. We aim to confirm and accept your refund request within 7 days of you contacting us. 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). Where reasonably possible we refund you by the method you used for payment. We do not charge a fee for the refund.
47. We only refund standard delivery costs you paid when you placed your order. We cannot refund any extra you have paid for express delivery or for delivery at a particular time. We do not offer refunds for return delivery expenses.
48. 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 contact our customer service team.
49. Please note that we are under no obligation to accept your cancellation and offer any refund outside the cancellation period.
50. As part of the cancellation process you may be required to confirm details needed to process your refund. Should you fail to provide these details within 30 days of your request, your account will be reactivated.

Training Materials

51. Various Training Materials will be supplied to you on the Course which you may retain under a non-exclusive, non-transferable licence subject to the following provisions.
52. You acknowledge that all copyright and intellectual property rights in the Training Materials anywhere in the world belong to learndirect. The rights in the Training Materials are licensed (not sold) to you, and that you have no rights in, or to, the Training Materials other than the right to use them in accordance with these Terms and Conditions.
53. You may:
 - a. in respect of Training Materials supplied by us in physical form, receive and possess the Training Materials associated with the relevant Training Course purchased and use such Training Materials.
 - b. in respect of Training Materials made available to you by us in electronic form, download, or otherwise access, and use such Training Materials for the purposes of completing the associated course and for your subsequent revision purposes.

54. Except as expressly set out in these Terms and Conditions you undertake:

- a. not copy the Training Materials except where such copying is necessary for the purposes of completing the Course.
- b. not to rent, sub-license, loan or translate the Training Materials.
- c. not to alter, or modify, the whole or any part of the Training Materials, nor permit the Training Materials or any part of them to be combined with, or become incorporated into, any other materials.
- d. to include the copyright notice of learndirect on all entire and partial copies you may make of the Training Materials on any medium.
- e. not to provide or otherwise make available the Training Materials in whole or in part, in any form to any person without prior written consent from learndirect.

Disclaimer of Warranties and Limitation of Liability

55. We warrant that we will carry out the service to you with a reasonable level of care and skill.

56. Nothing in these Terms and Conditions shall exclude liability for fraud, or for death or personal injury caused by negligence, or any other liability to the extent that it may not be excluded or limited by law.

57. We shall not be liable under, or in connection with, these Terms and Conditions or any collateral contract for:

- a. loss of income.
- b. loss of business profits or contracts.
- c. business interruption.
- d. loss of the use of money or anticipated savings.
- e. loss of information.
- f. loss of opportunity, goodwill, or reputation.
- g. loss of, damage to or corruption of data.
- h. any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

58. Our maximum aggregate liability under or in connection with these Terms and Conditions, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to the sum paid by you to us.

59. Education by its nature changes over time. As a result, we will not incur any liability if your Course changes or is no longer available due to any effect of:
- a. the awarding or accrediting organisations.
 - b. any widespread change in the Course industry.
 - c. business interruption.
 - d. a change in law.
 - e. any material change, caused by a third party, in our ability to deliver the Course to you which could not have been reasonably foreseen by ourselves.
60. These Terms and Conditions set out the full extent of our obligations and liabilities in respect of the supply of the Course and Training Materials. There are no conditions, warranties, representations, or other terms, express or implied, that are binding on learndirect except as specifically stated.
61. learndirect, including all employees, contractors, and suppliers, are not qualified to provide you with health advice. If you require any such advice in relation to your Course, we recommend you seek the advice of a health professional. Any holistic health related information we do provide should be treated as information only and not advice or a replacement for professional health care.

Transfer of Rights

62. These Terms and Conditions are binding on you and us, and on our respective successors and assigns.
63. You may not transfer, assign, charge or otherwise dispose of these Terms and Conditions, or any of your rights or obligations arising under them, without our prior written consent.
64. We may transfer, assign, charge, sub-contract or otherwise dispose of these Terms and Conditions, or any of our rights or obligations arising under them, at any time.

Payment

65. All outstanding debts or Course fees due to us must be made in full before any Course can be considered as complete and therefore eligible for the issuing of certificates of qualification.

Defaulting or failing to repay your Course Fees

Defaulting on this agreement may have severe consequences and could 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 are having trouble paying your bill or meeting your payments, you should contact us immediately on 01202 006 464 (Option1), to discuss ways we can help and the repayment options available to you.
- b. If you miss your scheduled payments we may use third-party agents, for example Debt Collection Agencies such as UK Search Limited (<https://www.uksearchlimited.com>), and 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. 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.

Instalment Credit

66. If you have chosen to pay for the Course using instalment credit you have agreed to pay the instalments promptly 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.
67. If you are paying by instalment credit and your card is declined or you miss a due payment for any reason, we will notify you by email and your Course account will be locked until your overdue payments have been made.

Finance through Premium Credit Limited

68. In choosing to pay for your Course using Premium Credit Limited finance you will have entered into a formal credit agreement with Premium Credit Limited (PCL).
69. Under this arrangement PCL 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 PCL, relating to course fees.

70. If you have 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.
71. You will reimburse learndirect for any losses learndirect incurs in compensating PCL.

Complaints and Dispute Resolution

72. If you want to make a complaint about us, please contact our customer services team. We will endeavour to capture and record your complaint at the earliest opportunity. However, for us to guarantee receipt and ensure a timely response, you must communicate your complaint via the method outlined.
73. We will acknowledge receipt of your complaint within 5 days, and we will try to resolve your complaint quickly and, where possible, within 10 days. We will keep you regularly informed of the progress of your complaint. Our complaint policy can be found here: [Complaint Policy](#)
74. You may wish to consider contacting Citizens Advice. The Citizens Advice consumer service provides free, confidential, and impartial advice on consumer issues.

Visit www.adviceguide.org.uk or call the Citizens Advice consumer helpline on 03454 04 05 06.

Subscription Services

75. If you subscribe to one of our subscription services, the following terms will apply and will supersede any contradictory terms within this agreement.
76. For the avoidance of doubt, training courses and other services purchased (in part or in full) using credit/finance products are not subscription services.
77. Your subscription is made up of your 'initial period' being the first month after you first enrol in a subscription service and 'renewal periods' which are all subscription periods after the first month. This applies regardless of whether the renewal periods are consecutive or not.
78. Subscription services are charged monthly in advance. All subscriptions are automatically renewed each month from the date of your initial subscription. You will normally be charged on the same date every month for each renewal period.

79. If we are unable to collect your subscription payment as authorised by you during your initial subscription enrolment, we will suspend your access to the subscription service until payment is received.
80. We may revise the pricing of subscription services from time to time and will notify you giving at least 21 days' notice of any such changes. Revised prices become effective at the next renewal period after the 21 days' notice. Continued use of the subscription following the effective date constitutes acceptance of the new pricing. Should you disagree with the changes, you may decline them by cancelling your subscription prior. We encourage you to review all price notifications thoroughly

Subscription Services - Cancellation

81. For all subscription services you may cancel your subscription at any time. You can cancel within your online learning platform.
82. Any fees already paid are not eligible for a refund however you will still have access to the service until the current subscription period ends.

Within 14 days of initial subscription

- a) For training course subscriptions only, if you cancel your subscription within 14 days of your initial subscription date, you may be entitled to a refund in line with our standard refund terms.
- b) For all other subscription services, you will have been asked at the point of enrolment that you agree to begin the service immediately and therefore would lose the right to request a refund.

Subscription Services - Service differences

83. Unless otherwise stated below the training course and other services you receive on a subscription will be on the same terms as if purchased in full.
84. Assignments will be marked within 14 days of being submitted.
85. You must have an active training course subscription in order to submit an assignment for marking.
86. Training course subscriptions include one free assignment marking submission per unit. Assignment resubmissions are charged at £5 for each resubmission.

87. To receive certification for a completed training course you must be subscribed for a minimum period. This varies by course type, and you will have been informed in the 'course requirements' section of our website. The minimum subscription period is measured in total months subscribed, which do not have to be consecutive.
88. If you have completed and passed all elements of your course, subject to internal and external quality assurance processes, and have been subscribed for the minimum term we will confirm to you that we will claim your certificate of qualification.
89. We reserve the right to cancel our subscription services with you (or any part of it) at any time. In this circumstance you will have access to the service for the remainder of your current subscription period.
90. If we cancel your subscription service(s) it will be your responsibility to download any work completed prior to the subscription period ending. Except where we have confirmed we will claim your certificate of qualification, we will not have any further liability to you.

Subscription Services - Fair Use

91. Any use of our subscription services that is disproportionate or excessive to that which would be expected from normal, good-faith use is prohibited.
92. Below is a non-exhaustive list of activities that would contravene these terms:
- a) An exceptional volume of tutor requests
 - b) Submission of assignments outside of the provided learning plan and/or multiple submission of assignments:
 - In a short space of time
 - Before the required learning has been completed and/or before the pre-requisite assignments have been completed and passed.
93. Permitting others to use your subscription service.
94. Failure to adhere to these terms may result suspension of your service(s).

Data Protection

95. We are registered as a Data Controller with the Information Commissioners Office (ICO).
Registered reference: Z1636831.
96. 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.
97. 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.
98. We will keep personal information confidential and secure, in accordance with regulatory and legal frameworks.
99. 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.
 - where you have opted in to receive marketing material from our third parties.
100. Your data may also be used for other purposes for which you give your permission or when required by law.
101. 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.
102. Our full Privacy Policy can be found:
- a) <https://www.learndirect.com/help/legal-information/privacy-statement>
 - b) You may request a copy of the Privacy Policy on a durable medium at any time.

Force Majeure

103. learndirect will be excused from performance for any period during which, and to the extent that, it or its subcontractor(s) is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, communication line failures, telecommunication network failures and power failures.

Entire Agreement, Validity and Governing

104. These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the purchase of the Course and related services and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
105. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision shall not be affected.
106. None of the conditions or provisions of this Agreement shall be held to have been waived by either party, except 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.
107. These Terms and Conditions are governed by the laws of England & Wales and the parties submit to exclusive jurisdiction of the courts of the UK.

Harassment and Bullying

108. We are committed to ensuring that all of our staff are treated and treat others with dignity and respect, free from harassment and bullying.

Harassment is any unwanted physical, verbal, or non-verbal conduct which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Unlawful harassment may involve conduct of a sexual nature, or it may be related to the individual's gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability, or age.

Any forms of bullying or harassment towards our staff will not be tolerated and may affect the service we can offer you. You are required to treat our staff with dignity and respect at all times.

In the unlikely event you experience any form of harassment or bullying from our staff please contact our confidential safeguarding advisors at: wellbeing@learndirect.com

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** or email: **customerservices@learndirect.com**

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

Ordered on:

Date received log in details:

Name of customer:

Address of customer:

Email address of customer:

Signature of customer:

Date: