



JERSEY Terms and Conditions

1. PARTIES AND APPLICATION

1.1 Under and subject to this Agreement, tuition on the relevant course shall be provided by BPP (CI) Limited and study materials shall be supplied by BPP Learning Media Limited.

1.2 Where a customer's employer is sponsoring that customer's fees for the tuition and/or study materials (as applicable), BPP (CI) Limited will not be obliged to supply tuition and BPP Learning Media Limited shall not be obliged to supply study materials until such time as that employer has agreed to such sponsorship by signing the application form from the customer to BPP (CI) Limited (for itself and/or as authorised agent on behalf of BPP Learning Media Limited (as applicable)).

1.3 By applying for tuition and/or ordering study materials, the customer agrees to be bound by this Agreement.

1.4 By completing and signing the authorisation to invoice an employer in the applicable application form, that employer agrees to be bound by the terms of this Agreement where applicable.

2. PAYMENT TERMS

2.1 Full payment or authorisation to invoice an employer, must accompany the application form.

2.2 Full payment or authorisation to invoice an employer is required when any study materials are ordered and prior to any materials being despatched.

2.3 Full payment or authorisation to invoice an employer for any online study tool is required when ordered and prior to any log on details being supplied.

2.4 BPP (CI) Limited acts as agent for BPP Learning Media Ltd in collecting payments for any study materials supplied under this Agreement.

2.5 Where BPP (CI) Limited has received authorisation to invoice a student's employer the following payment terms apply:

- Full payment is due within 30 days from the date of the invoice.
- Payment is due immediately if booking is made less than 30 days before the applicable course start date.
- If BPP (CI) Limited fails to receive full payment of the invoice by the course start date you may be refused entry to the course.
- BPP (CI) Limited reserves the right (for itself and/or as authorised agent on behalf of BPP Learning Media Ltd (as applicable)) to charge late payment interest on any outstanding invoices, at a rate of 8% above the Bank of England base rate.
- BPP (CI) Limited reserves the right (for itself and/or as authorised agent on behalf of BPP Learning Media Ltd (as applicable)) to recover any reasonable debt collection costs in connection with this Agreement.
- The employer is liable for all unpaid invoices.

3. STUDY MATERIALS

3.1 All study materials, including but not limited to Distance Learning Materials, CD Rom, i-Learn CD Rom, i-Pass CD Rom, Audio Success CD, Revision/Assessment/Tool Kit, MCQ Cards, Passcards, Question Banks, Review Exercises, Mock Exams (papers and suggested solutions), Online Tests, Online Tutorials, Online Downloads and Study Texts are supplied to the customer by BPP Learning Media Ltd.

3.2 Unless Clause 4.2 applies, BPP Learning Media Ltd will despatch study materials on receipt of full payment or authorisation to invoice an employer in accordance with the following delivery guidelines:

- UK: delivery within approximately 5-7 working days of despatch;
- Europe: delivery within approximately 6-8 working days of despatch; and
- Rest of the world: delivery within approximately 10-12 working days of despatch.

3.3 BPP Learning Media Ltd will refund the cost of study materials (less postage and packaging) if returned by the customer to BPP Learning Media Ltd, 17 Fairway Drive, Greenford, Middlesex, UB6 8PW within 14 days of receipt in a re-saleable condition (for CDs this means with the security seal intact). Proof of postage must be obtained by the customer and produced in the event of any query.

3.4 BPP (CI) Limited (as authorised agent for and on behalf of BPP Learning Media Ltd) must be notified of any queries, complaints or short deliveries within 14 days of receipt of study materials.

4. CLASSROOM COURSES

4.1 Customers must bring the relevant course joining instructions to all sessions of the course. Failure to bring joining instructions may lead to customers being refused entry to the course.

4.2 Customers attending a classroom course will be provided with study materials by BPP (CI) Limited (as authorised agent for and on behalf of BPP Learning Media Ltd) on the first day of the course.

4.3 BPP (CI) Limited reserves the right to cancel, reschedule, or change the location of a course, if in the opinion of BPP (CI) Limited, such an action is necessary. BPP (CI) Limited will notify the customer as soon as the change is made. In such circumstances, the customer has the option to reschedule the course, apply the fees to another course, or to receive a refund or credit note for the course fees paid.

4.4 Subject to availability, provided full payment has been received, and BPP (CI) Limited is informed at least 14 working days prior to the course date, it may be possible to transfer to an alternative course date, for which a course transfer fee of £25 will be charged. Such transfer may also give rise to an additional charge by BPP Learning Media Ltd for replacement study materials.

4.5 Under no circumstances are courses or study materials transferable between customers.

4.6 Customers may cancel a classroom course provided that at least 14 days' notice is given to BPP (CI) Limited prior to the start date of the course and a refund of the course fees will be given (less a deduction for study materials and a cancellation fee of £100). For cancellations notified less than 14 days prior to the start date of the course, no refunds will be given.

5. DISTANCE LEARNING/HOME STUDY COURSES

Distance learning customers can upgrade to an appropriate classroom course and will be invoiced for the balance of the cost over and above the price of the distance learning course using the classroom course prices in force at the time of upgrade. There may also be an additional charge for replacement study materials.

6. PASS ASSURANCE SCHEME

For Pass Assurance Scheme rules, please contact BPP on 01534 711800 or email jerseyinfo@bpp.com

7. INTELLECTUAL PROPERTY

7.1 BPP Learning Media Ltd grants the customer a non-transferable, non-exclusive licence to use BPP Learning Media Ltd's products supplied to that customer (including information, training material content, software and data) under the terms of this Agreement.

7.2 This licence in clause 7.1 terminates upon termination of this Agreement for whatever reason.

7.3 The customer warrants that they shall only use BPP Learning Media Ltd's products for their own educational purposes and shall not, without BPP Learning Media Ltd's prior written consent, copy, make available, retransmit, reproduce, sell, disseminate, licence, distribute, publish, broadcast or otherwise circulate BPP Learning Media Ltd's products (or any part of them) to any person other than in accordance with this Agreement.

7.4 The customer shall fully indemnify BPP Learning Media Ltd in respect of any infringement of any intellectual property rights arising as a result of their use of BPP Learning Media Ltd products in breach of this Agreement.

8. CHANGE OF ADDRESS OR OTHER CONTACT DETAILS

Each customer must notify BPP (CI) Limited in writing (for itself and as authorised agent of BPP Learning Media Ltd) of any change in that customer's contact details, including the email address specified on that customer's application form.

9. SECURITY

Personal possessions are the sole responsibility of the customer and BPP (CI) Limited nor BPP Learning Media Ltd accept any responsibility for anything that is lost or stolen from their respective premises.

Customers are advised to keep valuables with them at all times.

10. NOTICES

Any notices required to be served by BPP (CI) Limited and/or BPP Learning Media Ltd under this Agreement will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address notified by the customer, at BPP (CI) Limited's discretion.

11. LIMITATION OF LIABILITY

11.1 The liability for BPP (CI) Limited and/or BPP Learning Media Ltd (as applicable) for direct losses arising out of their negligence (other than in respect of liability for death or personal injury), breach of contract or any other cause of action arising out of or in connection with this Agreement shall be limited to the cash receipts from the customer (or employer) for the course and/or study materials (as applicable).

11.2 Neither BPP (CI) Limited nor BPP Learning Media Ltd shall be liable for any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.

12. WARRANTY

12.1 BPP Learning Media Ltd warrants that study materials will be of satisfactory quality but does not warrant that study materials will be error free.

12.2 BPP (CI) Limited warrants that it will perform any services under this Agreement with reasonable skill and care.

12.3 These warranties are provided in lieu of all other warranties express or implied which are hereby excluded to the fullest extent permitted by law.

13. DATA PROTECTION

13.1 Customers agree that, in relation to personal information held about them from time to time, BPP (CI) Limited and BPP Learning Media Ltd may:

- Use the personal information to perform their obligations and enforce rights under this Agreement and in accordance with their Privacy Policy (available at www.bpp.com/privacy).
- Use the personal information to inform customers about courses, products or services which may be of interest to them.
- Share the personal information with BPP group companies to inform the customer about other products or services which may be of interest to them.
- Use the personal information to inform customers of feedback and exam results.
- Communicate with the customer's employer regarding the relevant customer's progress, results and attendance on each course.

13.2 Customers have the right to receive details of the personal information held by BPP (CI) Limited or BPP Learning Media Ltd (as applicable). A fee of £20 will be payable.

13.3 In the event that customers do not wish to receive correspondence from BPP (CI) Limited and/or BPP Learning Media Ltd, a written request should be sent to the registered office of BPP (CI) Limited (for itself and/or as authorised agent of BPP Learning Media Ltd (as applicable)). Please note that it might take a reasonable amount of time to remove your details from the relevant database(s).

14. VALIDITY

If any provision of this Agreement is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent.

15. GOVERNING LAW AND JURISDICTION

This Agreement and any non-contractual matters arising out of it shall be governed by the laws of Jersey.

The parties to this Agreement irrevocably submit to the exclusive jurisdiction of the Jersey Courts for the determination of disputes arising out of and/or under this Agreement.

16. DISCOUNTS

In the event that several discounts may apply to a course the customer shall be entitled only to one discount, at its discretion.

In the event of any inconsistency between the terms and conditions on BPP (CI) Limited's website and those contained in this Agreement, this Agreement shall take precedence.