

## Open Study College - Terms and Conditions of Sale

These terms and conditions ("Terms") outline the Terms on which Open Study College ("OSC") supply the courses (the "Course(s)") and course materials (the "Course Materials") listed on our website <http://www.openstudycollege.com> ("Website") to you. This includes the Courses listed on our website which are provided via online study ("Online Courses") and/or via study pack ("Study Pack Courses") and all Course Materials including learning materials, books, DVD's, specialist kits, software, support and tuition (where applicable) relating to any Courses.

Please read these Terms carefully before placing an order for any of our Courses. The Terms tell you who we are, how we will provide the Courses and Course Materials to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

By ordering any of our Courses, you agree to be bound by these Terms, our Website Terms of Use and our Privacy Policy. Please understand that if you do not accept these Terms, you will not be able to order any Courses from our Website.

Our website provides information on the Courses and other services offered by OSC. All Courses advertised on this Website are provided by approved OSC learning providers or by OSC itself.

**Using our sole discretion, we reserve the right to refuse orders relating to any of the Courses we offer.**

### 1. INFORMATION ABOUT US

1.1 [www.openstudycollege.com](http://www.openstudycollege.com) is a website operated by OSC ("we", "us"). OSC is a limited company registered in England and Wales under company number 06349148 and has its registered office at 1760 Solihull Parkway, Birmingham Business Park, Birmingham B37 7YD.

1.2 You can contact us by telephoning us at 03300 563100, or by writing to us at [info@openstudycollege.com](mailto:info@openstudycollege.com) or 1760 Solihull Parkway, Birmingham Business Park, Birmingham B37 7YD.

1.3 We are registered as a data controller on the Data Protection Register as required by the Data Protection Act 2018 and the General Data Protection Regulation (registration number Z134852X).

### 2. INFORMATION ABOUT YOU

2.1 You may have different rights within these Terms depending on whether you are a business or a consumer. You are a consumer if: (a) you are an individual; and (b) you are buying goods and Services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

2.2 Clauses that apply only to business customers will be clearly identified. Clauses that apply only to consumers will be clearly identified. All other Clauses will apply to both business customers and consumers.

2.3 By placing an order for Courses through our website, you warrant that you are: (a) capable of entering into a legally binding contract; and (b) at least 18 years old.

2.4 If you are a business, these Terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and

that you shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms.

### **3. SERVICE AVAILABILITY**

3.1 Our website is intended for use only by people resident in the serviced countries OSC choose to operate with. We do not accept orders from outside these jurisdictions. A full list of these jurisdictions can be found in the “country” drop down box during online checkout on our website. This information can also be requested by contacting [info@openstudycollege.com](mailto:info@openstudycollege.com).

### **4. REGISTRATION, PASSWORDS AND SECURITY**

4.1 When you register your details on any part of the website, you must ensure that the details provided by you on registration or on any subsequent occasion are complete and correct. You are required to inform us immediately of any changes to the information that you have provided so that we can communicate with you effectively.

4.2 If you register to use the website you will be asked to create a username and password. You must keep this password confidential and must not disclose or share it with anyone. If you know or suspect that someone else knows your password, you should notify us by contacting [info@openstudycollege.com](mailto:info@openstudycollege.com). When you enrol onto a Course you will be issued with a student number which must be retained by you throughout your relationship with OSC. It will help us if you can tell us your student number whenever you communicate with us about your Course.

4.3 If we have reason to believe that there is likely to be a breach of security or misuse of the website, we reserve the right to request that you change your password or suspend your account whilst any matters are resolved.

### **5. PLACING AN ORDER**

5.1 After placing an order, you will receive an email from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy Courses. All orders are subject to acceptance by us.

5.2 Once payment has been made and processed, either online or via telephone, acceptance of your order will be confirmed by email, at which point a contract will come into existence between you and us and you will be enrolled on the Course.

5.3 If we cannot accept your order we will inform you by email and where possible we will not charge you for the Courses. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference obtained for you does not meet the minimum requirements (where you are paying via a monthly payment plan), because we have identified an error in the price description of the product, or where your payment (whether by card, BACS or cheque) is unsuccessful.

### **6. PROVISION OF COURSES AND DELIVERY OF COURSE MATERIALS**

6.1 During the order process we will let you know when we will provide the Courses to you. We aim to fulfil your order within reasonable time of the order being placed, unless there are exceptional circumstances.

6.2 Any Course materials will be sent by courier to the delivery address you have provided to us.

6.3 If our supply of the Courses or Course materials are delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Courses you have paid for but not received.

6.4 You will be responsible for the Study Pack Courses from the time they are delivered to the delivery address provided.

6.5 Ownership of the Study Pack Courses will only pass to you once we receive full payment of all sums due, including delivery charges.

6.6 Any import charges relating to International delivery are the responsibility of the named recipient of course materials.

## **7. COURSE MATERIALS**

7.1 It is your responsibility to inspect the Course materials as soon as you have received them and to inform us about any defects.

7.2 We do not make any commitment to you that the content of the Courses will meet any specific requirements that you have and we expect you to take reasonable care to verify that the Course in question will meet your needs. We do not make any commitment to you that you will obtain any particular qualification from your receipt of the Courses.

7.3 In some instances, when a course bundle containing two or more courses is purchased ("Course bundle"), you will receive one course/level at a time. This usually applies to Study Pack Courses that include software. This is to ensure you study the most up to date Course Materials and have the most recent version of software at time of study. Upon completion of each course/level you will be required to call the Student Services Team on 03300 563100, option 2, to request the next Course within your Course bundle.

## **8. OUR RIGHTS TO MAKE CHANGES/SUSPEND SUPPLY**

8.1 We may change a Course: (a) to reflect the changes to the relevant syllabus and any relevant laws and regulatory requirements; and/or (b) to implement adjustments, improvements and updates.

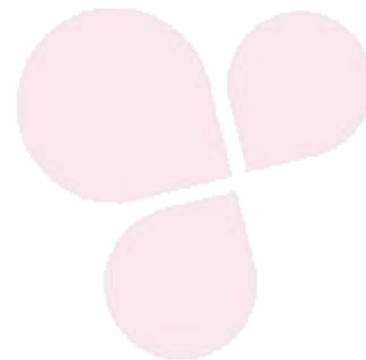
8.2 These changes may impact the delivery, and your use of the Course as set out within Clause 6.3.

8.3 We may suspend the supply of a Course: (a) to deal with technical problems or make minor technical changes; (b) to update the Courses to reflect the changes to the relevant syllabus and any relevant laws and regulatory requirements; and (c) if you are paying via our "Monthly Payment Plan" and you do not pay us for the Courses when you are supposed to, and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the Courses until you have paid us the outstanding amounts.

8.4 We will contact you to tell you when we are suspending supply of the Courses.

## **9. YOUR RIGHTS – CONSUMERS**

9.1 The rights set out in this Clause 9 will only apply where you are a consumer.



9.2 If you are a consumer, you may have the right to end the contract where: (a) if you want to end the contract because of something we have done or have told you we are going to do; (b) if you are a consumer and have just changed your mind about the Course; (c) if what you have bought is faulty or misdescribed; or (d) in all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind).

9.3 If you are ending the contract because of something we have done or are going to do we will refund you in full for any products which have not been provided and you may also be entitled to compensation. This Clause will apply where; (a) we have told you about an upcoming change to the Courses or these Terms which you do not agree to; (b) we have told you about an error in the price or description of the Courses you have ordered and you do not wish to proceed; (c) there is a risk that supply of the Courses may be significantly delayed because of events outside our control; (d) we have suspended supply of the Courses for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 90 days; or (e) you have a legal right to end the contract because of something we have done wrong.

9.4 Once you have placed an order for one of our Courses, you may cancel the contract at any time within fourteen days (the "Cooling Off Period"). Where you have purchased a service, the Cooling Off Period shall run from the date on which we emailed you in order to confirm our acceptance of your order. Where you have purchased goods, the Cooling Off Period shall run from the day after you received the goods. In this case, you will receive a full refund of the fee paid in accordance with our refunds policy below.

9.5 The Cooling Off Period will not apply, and you will not receive a refund in relation to any of the Courses provided by OSC (including those which are provided in conjunction with any other organisation such as The EXP Group) where: (a) once the Services have been completed; (b) where you have logged into or accessed the Course; (c) where you have broken a security seal on any item sealed for health and protection purposes; (d) where you have broken a security seal on any item including sealed or audio video recordings or sealed computer software; or (e) any products which become mixed inseparably with other items after their delivery.

9.6 To cancel a contract, you must inform us in writing by sending a cancellation letter by Royal Mail recorded delivery to our registered office address, or by email to [info@openstudycollege.com](mailto:info@openstudycollege.com). You must also return any Courses and Course materials sent to you immediately, in the same condition in which you received them, and at your own cost and risk. A cancellation is not final until Course materials are returned. You have a legal obligation to take reasonable care of the Course materials whilst they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

9.7 If, in our sole opinion, any Courses (including any Course materials) are not returned to us in the same condition you received them, you may be charged a replacement charge.

9.8 After the Cooling Off Period has elapsed, we cannot accept Courses or Course materials being returned unless you have a statutory right to do so as set out below.

## **10. YOUR OBLIGATIONS – BUSINESS CUSTOMERS**

10.1 When you purchase a Course as a business on behalf of an individual delegate our contract is with you the business and not to the individual undertaking the Course.

10.2 Course materials and Study Pack Courses will be sent to you, the business, and it is your responsibility to ensure the individual delegate receives those documents.

10.3 It is the businesses responsibility to ensure that the individual delegate attends the relevant practical sessions and assessments and completes any work relevant to the Course.

## **11. OUR REFUNDS POLICY**

11.1 We offer a refund on all Study Pack Courses and Course materials provided they are returned to us within fourteen days of the enrolment being placed. Any refund requests must firstly be discussed over the telephone before being followed up in writing.

11.2 Courses and Course materials are to be returned via Royal Mail Special or Recorded Delivery in the same condition you received them and, in our sole opinion, in a re-saleable condition and not marked in any way. No refunds are available for CD-ROM or Online Courses. If you have broken a security seal on any item, then we will not be able to provide a refund.

11.3 When you return the Courses and Course materials to us:

(a) because you have cancelled the contract between us within the Cooling Off Period, we will process the refund due, to you as soon as reasonably possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Course concerned in full, not including the cost of delivering the item to you and may offer you the opportunity to purchase tutor support for an additional 3 months any additional add on services purchased. You will be responsible for the cost of returning the item to us.

Any items not returned in a re-saleable condition will be charged at the following rates:

Course booklets - £15.00 (per booklet)  
Folder £4.00  
Notebook £2.00  
OSC course box £3.00  
Pen £2.00  
Training Hand £50.00  
Make-up/Beauty/Nail Kit included with QLS courses £30.00  
AAT books £25.00 (per book)  
Sage Accounts Software £85.00  
Sage Payroll Software £75.00  
Acrylic Nail kit £145.00  
BB Glow kit £250.00  
Brow Lamination kit £175.00  
Brow Mapping, Tinting and Shaping kit £210.00  
Complete Beauty kit £625.00  
Complete Eye kit £260.00  
Complete Nail Technician kit £300.00  
Diploma in Clinical Aromatherapy kit £500.00  
E-file kit £200.00

Eyelash Extension Kit £175.00  
Facial kit £80.00  
Gel Extensions kit £230.00  
Gel Polish kit £135.00  
Gel Polish Nail Art kit £235.00  
Henna Brow kit £200.00  
Hot Waxing kit £145.00  
Hybrid Eyelash Extension kit £275  
Lash lift kit £100.00  
Lash tinting kit £75.00  
Male Facial Waxing and Tinting Kit £215.00  
Manicure/pedicure kit £190.00  
Mesotherapy kit £240.00  
Microblading kit £600.00  
Nail Builder in a bottle kit £240.00  
Nail Sculpting kit £200.00  
Ombre Nail Extensions kit £175..00  
Powder Dip Extensions kit £175.00  
Russian Lashes kit £165.00  
SMPU Eyeliner kit £725.00  
SMPU Lipliner kit £725.00  
SMPU Ombre and Powder Brows kit £725.00  
Spray Tanning kit £325.00  
Threading kit £80.00  
Waxing/Hot waxing kit £135.00



(b) for any other reason, if for example you claim that the Course or Course materials are defective, we will examine the returned Course or Course materials for defects and will notify you of your entitlement to any refund via email within a reasonable period of time. Courses or Course materials returned by you because of a valid defect will be refunded in full, including a refund of the delivery charges for sending the items to you and the cost incurred by you in returning the item to us.

11.4 In most circumstances we will refund any money received from you using the same method originally used to pay for your purchase.

11.5 In exceptional circumstances where the college has incurred a cost for a student's registration with an awarding body then a refund will be provided, less the cost of the registration fee.

11.6 When enrolling onto a Sage Business Cloud or Computerised Accounting course, an admin fee of £25 will be charged upon cancellation, irrespective of if the software has been accessed or not.

11.7 When enrolling and paying for your course via direct debit, an admin fee of £25 will be charged upon cancellation.

## **12. PRICE AND PAYMENT**

12.1 The price of any Course will be as quoted by us or on our website, except in cases of obvious error. The prices on our website include VAT but exclude delivery costs (a total order price including

VAT and delivery is provided when using the on-line checkout). Prices may be liable to change at any time. Special offer discounts are only available at the time of ordering and cannot be backdated.

12.2 Any vouchers provided by OSC cannot be used in conjunction with any other offers or discounts provided on goods or services we provide.

12.3 Our website contains a large number of Courses and it is always possible that, despite our best efforts, some of the Courses listed on our website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Course's correct price is less than our stated price; we will charge the lower amount when dispatching the Course to you. If a Course's correct price is higher than the price stated on our website, we will normally, at our discretion, either contact you for instructions before dispatching the Course, or reject your order and notify you of such rejection (in which case you will not be enrolled on the Course).

12.4 We are under no obligation to provide the Course to you at any incorrect (lower) price, even after we have sent you a dispatch confirmation.

### **13. PAYMENT BY MONTHLY PAYMENT PLAN**

13.1 A monthly payment plan with OSC can only be accepted if you have a valid UK bank account that accepts direct debits. We do not accept students onto our monthly payment plans if you are based outside of the UK or will spend any time out of the UK when an instalment payment is due. Any student enrolled via a monthly payment plan must pay the remaining balance of their plan before leaving the UK.

13.2 When paying by monthly payment plan there is a £60 charge for administration of setting up the DD mandate and setting up your account on our internal systems.

13.3 Students enrolled through a monthly payment plan agree that the monthly fee will be automatically debited from the designated bank account or debit card as per the monthly payment plan.

13.4 You must ensure funds are available in your designated account in order for us to process instalment payments on the agreed dates. If the payment fails, you will incur a £12 administration fee. If your account remains in arrears for more than 31 consecutive days we will add a £35 administration charge. We reserve the right to pass your details on to an external collection agency who will be instructed to collect the due balance on our behalf, and they may add on additional administration charges.

13.5 Cancellation of a direct debit outside of the Cooling Off Period does not cancel the contract between us and you therefore an alternative method of payment must be arranged. Failure to notify us of cancelling your direct debit will constitute to a breach of these Terms and you will then be liable to pay the outstanding balance immediately, plus any administration fees.

13.6 Following the Cooling Off Period you are agreeing to pay the direct debit instalments and are bound by the Terms. All course balances must be paid within 12 months of the enrolment date.

13.7 When opting to pay the minimum deposit amount, you will only be sent the first unit of your Course. Once the subsequent payment has been received the remainder of your Course materials will be sent out to you.

13.8 Monthly payment plans with OSC can be provided through PayL8r credit brokering company following a successful credit check from PayL8r and you will be bound by their terms and conditions.

13.9 If you choose to pay for your Course by monthly payment plan, our third-party finance option, the Course and all Course materials will remain property of OSC until full payment is received by OSC.

13.10 A valid debit card will be required for a finance application.

13.11 If you cancel the finance application after the Course materials have been sent to you, you will be charged the full amount of the finance fee, unless you have notified us in writing that you wish to cancel your contract with us within the Cooling Off Period. Where you cancel within the Cooling Off Period you then have 14 days from the date you notify us of cancellation to return all Course materials back to us. Your refund will be paid in full although a card payment of £6.99 will be required to cover the cost of express delivery, where paid.

13.12 In the event that you pay a deposit for our direct debit instalment plan and do not continue to complete the direct debit, the amount will be retained by Open Study College if no request is made for the amount to be refunded within 30 days from the date the amount is paid. The amount will be used for administration purposes.

13.13 When enrolling and paying for your course via direct debit, an admin fee of £25 will be charged upon cancellation.

#### **14. COURSES PROVIDED IN CONJUNCTION WITH THE EXP GROUP**

14.1 Where you have enrolled on a Course which is provided in conjunction with The EXP Group your personal data, including details relating to your examination results, will be shared with The EXP Group, its subsidiaries (including EXP Digital Ventures Limited) and any relevant professional body. For details of how The EXP Group may use and share your personal data please see <https://www.theexpgroup.com/privacy-policy/>.

#### **15. CONSUMER CREDIT SERVICE TERMS AND CONDITIONS**

15.1 For Novuna Finance plans credit is subject to status and affordability. OSC Ltd FRN: 724179 trading as Open Study College are authorised and regulated by the Financial Conduct Authority. We are a credit broker not a lender – credit is subject to status and affordability, and is provided by Mitsubishi HC Capital UK PLC. Terms & Conditions Apply. The register can be accessed through <http://www.fca.org.uk> (<http://www.fca.org.uk>)

15.2 Consumer Credit is provided through Snap Finance Ltd a company registered in England and Wales. Company Number 08080202 Registered address: Snap Finance Ltd, 1 Vincent Avenue, Crownhill, Milton Keynes, MK8 0AB.



15.3 Consumer credit may also be provided by Social Money Ltd t/a Payl8r, a company registered in England under company number 08054296, and is authorised and regulated by the Financial Conduct Authority, and is entered on the Financial Services Register under reference number 675283. Registered with the Information Commissioner's Office under reference number ZA026178. 2nd Floor, St John's House, Barrington Road, Altrincham, WA14 1JY.

## **16. REGISTRATION WITH AWARDING BODIES**

16.1 All outstanding debts owed to OSC must be paid before we will issue you with a certificate of completion.

16.2 Many of our Courses are accredited by National Awarding Organisations, including, but not limited to ABC award, NCFE and TQUK. Due to changes in certification processes, it may occasionally be necessary to substitute an Awarding Organisation for another of similar or superior status. We reserve the right to do so according to operational requirements, without individual notification.

## **17. COURSE DURATION**

17.1 You will be required to complete your Course within 12 months of the enrolment date, unless otherwise stated. Any extension to the Course duration is down to our discretion and will incur an additional fee.

## **18. COURSE TRANSFER**

18.1 We retain the sole discretion as to whether you may transfer to another Course offered by us. Requests to transfer Courses must be made within 14 days upon receiving the Course materials. The original Course materials must be returned to us in the same condition in which you received them (as set out in Clause 11). If, in our sole opinion, any Course materials are not returned to us in the same condition you received them, you will be charged a replacement cost for such Course materials.

18.2 In the event that we agree that you may transfer to another Course any price difference, additional postage charges and a £25 administration fee will apply. Where the new Course costs less than the original Course we will reimburse any balance to you. In all cases a £25 administration charge and additional postage costs will be applicable.

18.3 In exceptional circumstances, where a Course transfer is agreed after 14 days from enrolment and the contract formation, no reimbursement will be made. When a Course transfer is agreed an administration charge of £50 will be payable, plus any increased difference in Course price. Under no circumstance can a Course transfer request be accepted if the student has been enrolled onto a Course over 3 months.

18.4 Depending on the Course you are enrolled on, at any time during the time you study with us you may opt to change your method of studying from Online course to Study Pack course or vice versa. This will incur an administration charge of £25 plus additional postage charges (where applicable).

## **19. COURSE REPLACEMENT**

19.1 If at enrolment the student has made their payment over the telephone and chosen to purchase the OSC Course Replacement Service, course contents will be replaced in the event of damage or loss. The Course materials covered by the Course Replacement Service are printed coursework,

assignments and folder. The service is valid for the duration of the Course. The service can only be used once and is non-transferrable.

19.2 Exclusions for the Course Replacement Service are all software, beauty, make-up and nail kits (and any associated items), AAT study books and promotional items such as but not limited to towels, water bottles and bags.

19.3 The Course Replacement Service is non-refundable under any circumstances and no replacements can be made within the first 14 days of enrolment whilst the Cooling Off Period is in place.

19.4 If paying the Course Replacement Service fee in instalments, the full amount will be required to be paid before a replacement request is granted.

## **20. COURSE ASSISTANCE**

20.1 All Courses advertised on this Website are provided by approved OSC learning providers and or OSC itself. If you require any assistance in relation to your course you should in the first instance contact the named tutor on your welcome letter or email.

## **21. PRACTICAL SESSIONS AND ASSESSMENTS**

21.1 All dates provided in respect of practical sessions and assessments are provisional until confirmed officially in writing via email by OSC, usually this will be at the outset of the Course, all dates are subject to change. If required by OCS or any other external provider, a health and safety form must be completed and signed by the student before the commencement of any practical session or assessment.

21.2 Once you have reserved your place at a practical session or assessment, if you fail to attend, you will be charged for any subsequent booking.

21.3 You have 12 months to complete the theory part of a Course if that Course includes practical assignments or assessments then those practical assignments or assessments have to be completed within 12 months of passing the theory part of the Course.

21.4 If you do not pass an exam or practical assessment, you will need to book a resit. Fees are to be paid at the time of booking. This clause will not apply to any A-level courses or to any theory only courses.

21.5 In the unlikely event of the practical session being cancelled by OSC on the day it is due to be held, students due to attend the session will be able to claim for compensation for up to £100 for any travel expenses incurred. This compensation will be subject to evidence of travel expenses being provided.

21.6 When opting to pay for a course that includes practical sessions and assessment via direct debit, the full Course balance must be paid before you will be able to book any practical sessions. If required, students can repay their remaining balance ahead of schedule to allow for this.

## **22. A-LEVEL AND GCSE PACKAGES INCLUDING EXAMS AND PRACTICAL ASSESSMENTS**

22.1 This clause applies to all A-Level and GCSE Courses which include exams and practical assessments.

22.2 Examination dates are set by examination boards and cannot be changed. The deadline for booking exams is set by the examination board and exam centre due to the level of administration involved.

22.3 Any exam bookings made after the set deadlines are subject to an additional fee and availability at the examination centre. Any additional costs are to be met by you.

22.4 Any special requirements required for sitting examinations are subject to the exam centres terms and conditions and may be subject to additional charges. These fees are to be paid for by you.

22.5 Once booked in for examinations, if you do not attend you will need to re-arrange to sit the exam and pay for any additional costs that this may incur.

22.6 Once your entry has been placed with the examination centre, any charges incurred to make a change to that booking are to be met by you.

22.7 In the event of examination clashes, any exam centre charges to cover those clashes are to be met by you.

22.8 Once practical sessions for Science A levels have been booked, any changes are subject to agreement by the exam centre and any additional costs for re-booking/re-scheduling sessions are to be met by you.

22.9 When enrolling onto a package course, for example an A Level Course with the examinations included, if you do not pass an examination, resit fees are to be paid by you and arranged directly with the examination centre.

22.10 When opting to pay for a package course via direct debit, the full course balance must be paid before you will be able to book any examinations. If required, students can repay their remaining balance ahead of schedule to allow booking of examinations.

22.11 The 14-day cooling off period also applies to A level and GCSE exams and practical sessions and once this period expires you will not be able to be refunded for exam bookings.

22.12 In the even you do not have exams or practical sessions included it is possible to upgrade at any time. Again, the 14-day cancellation period applies from the date at which the upgrade was requested.

22.13 In the event of circumstances that are outside of our control, which results in exam sessions not being able to take place or being postponed, you will be placed on the next available exam session available. We will endeavour to place you at an exam location of your choosing, subject to places being available at your chosen location.

## **23. ACCESS TO HE COURSES**

23.1 Clause 23 applies to all Access to HE courses.

23.2 Due to the Access to HE courses following a structured timetable, with specific dates when course materials are released, the 14-day cancellation period starts the day after you receive your course materials.

23.3 Once you enrol onto an Access to HE course and pay for your course through either a finance plan or monthly payment plan, you will be required to make scheduled payments as normal, even if this is in advance of you receiving course materials.

23.4 The Access to HE courses follow a pre-determined structure with set hand in and hand out dates for assignments – which are provided with your course materials. Missing assignment deadlines could result in you being prevented from completing the course with no refund due.

## **24. LIABILITY and INDEMNITY**

24.1 The Courses and Course materials are provided on an “as is” basis without any warranties, representations or conditions of any kind. OSC and its suppliers, to the fullest extent permitted by law, disclaim all warranties, including the warranty of merchantability, non-infringement of third party rights and the warranty of fitness for a particular purpose. OSC and its suppliers make no warranties about the accuracy, reliability, completeness or timeliness of the Courses or Course materials.

24.2 Our total aggregate liability for any loss or damage arising out of, or in connection with use of the Courses, Course materials or this website will not exceed the actual payment received by us from you for the Courses.

24.3 We will not be liable in any way for any increased costs or expenses, loss of profit, data, earnings, business, contracts, revenues or expected savings or any special indirect or consequential damage whatsoever arising out of any provision or use of the Courses, Course materials or this website or of any error or defect in them or of the performance non-performance or delayed performance of the Courses, Course materials or this website by us.

24.4 Notwithstanding any other terms and conditions, we do not attempt to exclude or limit our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation or for any matter which it would be illegal for us to exclude or attempt to exclude liability.

24.5 Where you are a business customer, you agree to defend, indemnify and hold harmless OSC and its partners, its employees and agents, from and against any claims, liabilities, damages, costs, actions or demands, including without limitation reasonable legal and accounting costs, alleging or resulting from your use or misuse of the website the Courses and Course materials or your breach of these Terms.

24.6 Nothing in in Clause 24 shall affect your statutory rights where you are a consumer.

## **25. INTELLECTUAL PROPERTY**

25.1 All copyright and other intellectual property rights relating to the Courses and any Course materials are either owned by or licensed to OSC. Copying, adapting, reproducing, selling, distributing, modifying or any other use of all or any part of it without permission is strictly prohibited.

## **26. WRITTEN COMMUNICATIONS**

26.1 When using our website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information, and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

26.2 All formal notices from you are required to be sent by email or letter. A letter shall be delivered at our registered offices by recorded delivery post. If the notice is not returned as undelivered it will be deemed to have been given 3 working days after it was sent.

## **27. CONFIDENTIALITY**

27.1 In all cases, we will only communicate with the registered student unless we have written permission from that student to speak to a third party on their behalf.

## **28. EVENTS OUTSIDE OF OUR CONTROL**

28.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to provide the Courses, Course materials or this website that is caused by events outside of our reasonable control.

28.2 OSC is not liable for external third-party costs, including examination fees unless stated.

## **29. OUR RIGHT TO VARY THE TERMS AND CONDITIONS**

29.1 We have the right to revise and amend these Terms from time to time. Any such changes will be published on our website.