

## Terms and Conditions of Business

These terms and conditions (the “**Conditions**”) set out the basis on which Development Processes Group Limited (company number 02708805 and VAT No: 719791884) of 3<sup>rd</sup> Floor, Ashley Road, Altrincham, WA14 2DT (“**we**”, “**us**”, “**our**”) will supply our products and services to you, our customer (“**you**”, “**your**”).

We recommend that you print out and retain a copy of these Conditions, together with any other correspondence or documentation you receive from us in connection with these Conditions.

### 1. Definitions and Interpretation

- 1.1 This Condition gives specific meanings to the terms in bold below. Where these terms are used in the Agreement, the meanings given in this Condition will apply. This Condition also includes some general rules that apply in relation to what other terms and phrases in this Agreement mean.

**Agreement** means the entire agreement between us and you comprising these Conditions, the Enrolment Form and any Payment Plan that may be entered into in relation to an Online Learning Package;

**Confirmation** has the meaning given to it in Condition 5.1;

**Deposit Payment** means the deposit payment that has or will be communicated to you prior to your purchase of the Online Learning Package;

**Default Interest** means interest which accrues at a rate of 4% per annum above the base rate of the Bank of England from time to time;

**Online Learning Package** means the provision of the Services in respect of the course(s) identified in the Enrolment Form (or such other course(s) as you and us may from time to time agree in writing) and all related Materials, support and tuition where applicable whether supplied by us or a Third Party Seller;

**Enrolment Form** means the enrolment form (whether in electronic or hard copy form) completed by you and submitted to us detailing the course(s) which you have enrolled on and specifying the Fees payable by you to us;

**External Examination** means any examination which is not operated or run by us that may be available to you in respect of the Online Learning Package;

**Fees** means the fees payable by you to us in accordance with Condition 9;

**Intellectual Property Rights** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

**Materials** means the learning and training materials comprising all information, data, records and materials whether in electronic format or as hard copies (and including any Software) provided by us relating to an Online Learning Package and will include any replacement learning and training materials if you transfer Online Learning Packages in accordance with Condition 17;

**Payment Plan** means any agreed payment plan entered into between you and us, in terms of which the cost of an Online Learning Package is paid by you other than as a single up front payment;

**Services** means the Online learning services to be provided by us, or a Third Party Seller (as applicable), to you in respect of the Online Learning Package as more particularly described in Condition 3;

**Support Period** means the period during which we will provide you with support in relation to the Online Learning Package as advertised. This includes access to the online course materials, support and marking of any assessments. This information is outlined in the Confirmation you will receive;

**Software** means any software provided by us to you as part of the Online Learning Package;

**Third Party Payer** means someone other than a student who pays for the Online Learning Package; and

**Third Party Seller** means a partner organisation which we have entered into an arrangement with to provide certain Online Learning Packages.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 References to acts and other pieces of legislation are references to acts of the UK Parliament.
- 1.5 A reference to writing or written includes faxes and e-mail.
- 1.6 Singular words will include the plural and vice versa.
- 1.7 Where the term “**including**” or “**in particular**” or similar is used, these words do not limit the scope of the meaning of the words that came before them. Similarly, the words which follow “**including**” or “**in particular**” or similar should not be read as being an exhaustive list.
- 1.8 Headings are included to make these Conditions easier to read and use and will not affect the construction or interpretation of any Agreement.

## **2. Terms of Supply**

- 2.1 By placing an order through our website, you agree and confirm that:
  - 2.1.1 you are legally capable of entering into binding contracts;
  - 2.1.2 you are at least 18 years old; and
  - 2.1.3 you have read and understood the course overview and requirements, any additional fees and exam arrangements.

## **3. Orders relating to Third Party Sellers**

- 3.1 In some cases, we may accept orders as agents on behalf of Third Party Sellers. The resulting legal contract is between you and that Third Party Seller, and is subject to the terms and conditions of that Third Party Seller, which they will advise you of directly. We recommend that you carefully review their terms and conditions before agreeing to the transaction.
- 3.2 We may also provide links on our website to the websites of other companies who may not be affiliated to us. We will make you aware when such a Third Party Seller is involved in a transaction. We cannot give any undertaking as to the quality of Online Learning Packages provided by Third Party Sellers. This does not affect your statutory rights against the Third Party Seller.

#### **4. Price and Payment**

- 4.1 The Fees in relation to any Online Learning Package will be as quoted on our website from time to time. These prices are in pounds Sterling and include VAT where applicable.
- 4.2 Fees are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a confirmation.
- 4.3 Our website contains a large number of Online Learning Packages and it is always possible that, despite our best efforts, some of the Online Learning Packages listed on our website may be incorrectly priced. We will normally verify prices as part of our enrolment process so that, where an Online Learning Package's correct Fee is less than the stated price we will charge the lower amount when issuing the Online Learning Package to you. If an Online Learning Package's correct Fee is higher than the price stated on our website, we will normally contact you for instructions before dispatching the Online Learning Package.
- 4.4 We are under no obligation to provide the Online Learning Package to you at the incorrect (lower) price, even after we have sent you a dispatch confirmation, if the pricing error is obvious and unmistakable and could or ought to have reasonably been recognised by you. In these circumstances, you will have the choice either to pay the correct price (which we will confirm to you) or to terminate the Agreement in accordance with Condition 7.1.

#### **5. How the Agreement is formed between you and us**

- 5.1 After placing an order, you will receive an e-mail from us acknowledging receipt of your order. Please note that this does not mean that your order has been accepted. The order constitutes an offer by you to us to buy an Online Learning Package. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms acceptance (the "**Confirmation**"). The contract between us and you will only be formed when you receive the Confirmation.
- 5.2 The contract between us and you will relate only to the Online Learning Package for which we have confirmed acceptance in the Confirmation. Our courses and Online Learning Packages are structured in a way that allows you to build on course work already completed. We may not provide (or provide access to) Materials or Online Learning Packages for later, more advanced units until the preceding unit has been successfully completed.

## **6. Courses funded by Third Parties**

- 6.1 When the Online Learning Package is being paid for by a person other than the student.
  - 6.1.1 DPG can discuss the account with the Third Party Payer, including but not limited to financial status of the account, delivery status of the account, any service issues.
  - 6.1.2 If requested to by the Third Party Payer DPG will update the Third Party Payer with details of the student's progress through the Online Learning Package, including but not limited to assessments submitted and grades achieved.
  - 6.1.3 The Third Party Payer can cancel and/or amend the financial contract without the permissions of the student.

## **7. Your right to cancel.**

- 7.1 You have the right to cancel this Agreement within fourteen (14) days from the day after receipt by you of your mystudyspace login details. If you do exercise your right to cancel as described in this Condition 7.1, you will receive a full refund of any fee paid in accordance with our refunds policy set out in Condition 11.
- 7.2 Cancellation must be made by emailing [students@dpglearn.co.uk](mailto:students@dpglearn.co.uk). If you do cancel you must:
  - 7.2.1 state your name, student registration number and the reason for cancellation when you contact to us;

## **8. Availability and delivery**

We will aim to fulfil your order on or before the delivery date set out in the Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Confirmation, unless there are exceptional circumstances, which will be communicated to you.

## **9. Payment**

- 9.1 In consideration for the provision of the Online Learning Package you will pay to us the Fees, details of which will be set out in the Confirmation.
- 9.2 All fees to be paid under this Agreement will be paid prior to the release by us of the goods and services. Where you intend to or have entered into a Payment Plan with us, a Deposit Payment must be paid by you prior to the release by us of the goods and services. You agree that you are under an obligation to pay all Fees pursuant to Condition 9.1, time being of the essence in respect of this Condition 9.
- 9.3 Except where you intend to or have entered into a Payment Plan with us, you will submit payment of the Fees either online or together with the Enrolment Form by the method indicated by you on the Enrolment Form. Following receipt

by us of the Fees, in cleared funds, we will make the online materials available to you.

9.4 If you fail to comply with any terms of this Agreement, we will be entitled to recover from you the reasonable costs, expenses and losses incurred by us as a result of locating you, communicating with you and collecting any unpaid sums. Such sums will be payable to us on demand. In the event of legal action for breach of the payment obligations, you will be responsible for all costs and expenses allowable by the court if an award is made in our favour.

9.5 If you have arranged to enter into a Payment Plan with us and you have defaulted on your Payment Plan, the following provisions will apply:

9.5.1 if the default is not remedied by you within twenty-eight (28) days, all outstanding Fees due to us by you (up to and including the date of default) will become due and payable by you on demand;

9.5.2 if the default is not remedied by you within twenty-eight (28) days, your access to your online learning package will be blocked;

9.5.3 if the default is not remedied by you within twenty-eight (28) days, we reserve the right to withdraw you from your course and will not submit any results achieved to any awarding body or claim certificates until payment is received.

## **10. Compliance with Laws**

10.1 You agree that you will comply with all applicable laws and regulations of the country or jurisdiction in which you will use your Online Learning Package. We will not be liable for any breach of any such laws.

## **11. Refund and cancellation policy**

Cancellation within 14 day cooling off period

11.1 If you cancel this Agreement within the fourteen day cooling-off period (see Condition 7.1), the following will apply:

11.1.1 we will process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day you have given notice of cancellation. In this case we will refund any payment made by you in full.;

11.1.2 you will no longer be able to access any on-line elements of the Online Learning Package, or any e-books provided as part of the Materials.

11.2 If you cancel this Agreement after the expiry of the fourteen day cooling off period and you have paid for the whole Online Learning Package in advance:

11.2.1 we will consider a partial refund of the fees paid by calculating and retaining the fees due up until the date the request was received. We will also keep a cancellation fee and refund any difference between the amount paid and the amount retained;

11.2.2 from the date we receive your cancellation notice, we will be

entitled to remove your access to any e-books provided as part of the Materials; and

11.2.3 from the date we receive your cancellation notice, you will no longer be entitled to access any on-line elements of the Online Learning Package.

11.3 If you cancel this Agreement after the expiry of the fourteen day cooling off period and you have paid part of the Fees under a Payment Plan:

11.3.1 you will not be entitled to any refund of Fees paid to that date;

11.3.2 all outstanding Fees payable due by you to us, up to the point of cancellation, become payable;

11.3.3 you will be required to pay an amount calculated based on your open balance. For balances less than £500 you will be required to pay a £50 cancellation fee. For balances greater than £500 you will be required to pay us 10% of your open balance in addition to the £50 cancellation fee.

11.3.4 from the date we receive your cancellation fee, you will no longer be entitled to access any on-line elements of the Online Learning Package.

11.4 You cannot cancel this Agreement after the expiry of the fourteen day cooling off period if:

11.4.1 The support period on your course has ended;

11.4.2 if you have less than 25% of the support period left on your course

11.5 Where we make a refund to you, we will do so using the same method originally used by you to pay for the purchase.

11.6 If you cancel this Agreement after the expiry of the fourteen day cooling off period and we have processed your registration or membership with the Awarding Body:

11.6.1 you will not be entitled to any refund of the Fees paid to date for registration and you will be required to pay any outstanding Fees due.

11.6.2 you will be required to pay any outstanding Fees for the membership if you have activated this with the Awarding Body

## **12. Delivery and Care of the Materials**

The terms of this Condition 12 apply in relation to Materials which are provided to you.

12.1 When the Agreement is made by us sending you the Confirmation we will reserve the relevant Materials in your name. We may release the Materials to you in compact learning units as you progress through the programme for the Online Learning Package.

12.2 Unless otherwise agreed by us, delivery of the Materials will take place at the

email address supplied by you to us on the Enrolment Form.

12.3 Ownership of the Materials will not pass to you until we have received in full (in cash or cleared funds) all sums due to us in respect of:

12.3.1 the Online Learning Package; and

12.3.2 all other sums which are, or which become due to us from you on any account.

### **13. Services**

13.1 During the Support Period, we will provide you with support and tuition as more particularly described in the Materials.

13.2 If you request we may extend the Support Period for a fee to be agreed between us and you. Whether we extend the Support Period is at our discretion.

13.3 We will provide you with such information as is in our possession to assist you in making arrangements to sit external examinations. In all other respects, you will be solely responsible for making arrangements to sit external examinations and for any and all fees in relation thereto.

13.4 If we assist you in making arrangements to sit External Examinations you acknowledge that we will not be responsible for any losses incurred by you as a result of inaccurate information provided in connection with any such arrangement except such losses caused as a direct result of a failure on the part of us to act with reasonable care and skill.

13.5 We will use our reasonable endeavours to:

13.5.1 provide the Services with reasonable skill and care and to deliver the Online Learning Package to you in accordance with Condition 12;

13.5.2 meet any performance dates specified in this Agreement.

### **14. Your Obligations**

14.1 You will:

14.1.1 co-operate with us in all matters relating to the provision of the Online Learning Package.

14.1.2 not copy, dispose of, use, offer to sell, license or transfer the Materials (whether in whole or in part in any manner or form or in or on any media) other than in accordance with this Agreement or our written instructions.

14.1.3 retain all course work relating to the Online Learning Package for a period of 3 years from completion, as work can be requested at any time to comply with quality assurance obligations; and

14.1.4 keep us updated with your current contact details so that we can receive communications relating to your course, and where appropriate ensure that our email address is added to approved sender in your email system.

- 14.2 If our performance of our obligations under this Agreement is prevented or delayed by any act or omission on your part, we will not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from such prevention or delay.

## **15. Intellectual Property Rights**

- 15.1 Please note that all Intellectual Property Rights and all other rights in the Materials will be owned by us.
- 15.2 We agree to grant you a non-exclusive, non-transferable right to use and copy the Materials for your non-commercial private use and study. If this Agreement terminates, this licence will automatically terminate.

## **16. Confidentiality**

- 16.1 You will keep in strict confidence all Materials and any other confidential information concerning our business or products or services which you may obtain.
- 16.2 You may disclose such confidential information as may be required by law, court order or any governmental or regulatory authority.
- 16.3 You will not use any confidential information obtained from us for any purpose other than for your personal use, including private study and external examinations.

## **17. Data Protection**

- 17.1 We will handle personal information in accordance with the terms of our privacy policy, which can be viewed at <https://dpglearn.co.uk/dpg-policies/>
- 17.2 You acknowledge and agree that personal data will be processed by and on behalf of us in connection with the provision of the Online Learning Package and those details of your name, address and payment record may be submitted to a credit reference agency.
- 17.3 We may also pass details of your name, address and other personal information to third parties in order to allow us to provide the Services to you. This may include suppliers, couriers and shipping companies.
- 17.4 If you have entered into a contract with a Third Party Seller in accordance with Condition 3, the use of your data for the purposes of data protection will be governed by that contract independently to any contract for the provision of Services you may have with us. In order to allow for such a transaction to be performed, we may have to disclose some of your information to the Third Party Seller.

## **18. Course transfer facility**

- 18.1 We will allow you to transfer to a different course within 30 days of your original enrolment, except where a course is non-transferable.
- 18.2 A course is non-transferable if:
- 18.2.1 the request is made after 30 days from enrolment date; or



18.2.2 the course is provided by a Third Party Seller.

## **19. Warranty**

We warrant to you that the Materials will be of reasonably fit for all the purposes for which materials of the kind are commonly supplied.

## **20. Limitation of Liability**

20.1 This Condition 20 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents, consultants, and subcontractors) to you in respect of:

20.1.1 any breach of this Agreement;

20.1.2 any use made by you of the Online Learning Package or any part of them;  
and

20.1.3 any representation, statement or act or omission (including negligence) arising under or in connection with the Agreement.

20.2 Nothing in this Agreement limits or excludes our liability:

20.2.1 for death or personal injury resulting from our negligence or the negligence of our employees or agents; or

20.2.2 for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us; or

20.2.3 any other liability that cannot be limited or excluded by law.

20.3 Subject to Condition 20.2, our total liability arising in connection with the performance, or contemplated performance, of this Agreement, will be limited to the price paid by you for the Online Learning Package.

## **21. Termination**

21.1 If you fail to pay any amount due under this Agreement including, but not limited to the Fees on the due date for payment and where we have written to you to confirm that these sums are outstanding and those sums remain in default not less than seven days after we give you that written confirmation, we will have the right to terminate the Agreement immediately on giving notice to you, without liability to you.

21.2 Either party may terminate this Agreement at any time if the other party commits a material breach of any of the terms of this Agreement and (if such a breach can be remedied) fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach.

## **22. Consequences of Termination**

22.1 Termination of this Agreement, however it comes about, will not affect or prejudice the accrued rights of the parties as at expiry or termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

22.2 Conditions 1 (Definitions and Interpretation), 9.4 (Payment), 10 (Compliance with law), 15.1 (Intellectual property rights), 16 (Confidentiality), 20 (Limitation of Liability), 22 (Consequences of Termination), and 33 (Governing Law and

Jurisdiction) will survive termination of this Agreement and continue in full force and effect.

### **23. Force majeure**

We will have no liability to you under this Agreement if we are prevented from, or delayed in performing, our obligations under this Agreement or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of us or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

### **24. Variation**

24.1 The interest rate shown above is fixed and will not change. We may unilaterally vary the other terms of this agreement from time to time on giving you no less than 30 days calendar days' written notice. We may change these terms for the following reasons.

24.1.1 to make a change to your benefit (e.g. if you are in financial difficulties);

24.1.2 to meet our legal and regulatory obligations;

24.1.3 to reflect changes in technology or in our systems and procedures; or

24.1.4 to make any provision of this Agreement clearer or fairer to you, to correct any errors, omissions or inaccuracies or to improve the services that we provide.

### **25. Waiver**

25.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Agreement or by law will constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that (or any other) right or remedy.

25.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

### **26. Severance**

26.1 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement will not be affected.

26.2 If a provision of the Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.

**27. Entire agreement**

- 27.1 The Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 27.2 Each party acknowledges that, in entering into the Agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently, other than for breach of contract). Nothing in this Condition 27 will limit or exclude any liability for fraud.

**28. Assignment**

- 28.1 You agree that you will not, without our prior written consent (which we will not unreasonably withhold or delay), assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of your rights or obligations under the Agreement.
- 28.2 We may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent. This will not affect your rights under the Agreement.
- 28.3 If there is an assignment pursuant to Condition 28.1, we may disclose to any proposed assignee any information in our possession that relates to the Agreement or its subject matter, the negotiations relating to it and you which it is necessary to disclose for the purposes of the proposed assignment.
- 28.4 Each party is acting on its own behalf and not for the benefit of another person.

**29. No partnership, joint venture or agency**

Nothing in this Agreement is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between us and you, nor constitute either party the agent of another party for any purpose. Neither party will have authority to act as agent for, or to bind, the other party in any way.

**30. Written communications**

Applicable laws require that some of the information or communications we send should be in writing. 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, payment reminders and regulatory correspondence (such as Notice of Sums in Arrears), information and other communications that we provide to you electronically complies with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

**31. Notices**

- 31.1 Any notice or other communication required to be given under this Agreement will be in writing and will be delivered personally or sent by e-mail or by post to the other party and for the attention of the person or as otherwise specified by the relevant party by notice in writing to the other party.
- 31.2 Any notice or other communication will be deemed to have been duly received if delivered personally, when left at the address referred to in Condition 31.3, or if sent by e-mail 24 hours after the e-mail is sent, or if sent by post at 9.00 am on the second day after posting (excluding Saturdays and Sundays and days on which banks in Edinburgh are closed for business). In proving the service of any notice, it will be sufficient to prove, in the case of a letter that such letter was properly addressed, stamped and placed in the post and in the case of an e-mail that such an e-mail was sent to the specified e-mail address of the addressee.
- 31.3 The following addresses will be the addresses to which any notice or other communication should be sent in relation to this Agreement:
- 31.3.1 Us: 7 West Nile Street, Glasgow G1 2PR Email: [students@dpglearn.co.uk](mailto:students@dpglearn.co.uk).
- 31.3.2 You: the last known email address or address of you as supplied by you to DPG and in each case as the same may be updated in writing from time to time.
- 31.4 You will notify us immediately in writing of any change of address or contact details.
- 31.5 Any complaints should be addressed in terms of our Complaints Policy. Our policy can be found at [https://dpglearn.co.uk/media/n5bp0h4s/dpg\\_academic\\_policy\\_handbook\\_v1.pdf](https://dpglearn.co.uk/media/n5bp0h4s/dpg_academic_policy_handbook_v1.pdf)

## **32. Rights of third parties**

- 32.1 Save as expressly provided in the Agreement, this Agreement does not give rise to any rights to any third party (being a person other than the parties and their permitted successors and assignees) under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **33. Governing law and jurisdiction**

- 33.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by, and construed in accordance with English law.
- 33.2 The parties irrevocably agree that the English Courts will have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter or formation (including non-contractual disputes or claims).