

## Open Study College - Website Terms and Conditions of Sale

This page (together with the documents referred to within) outlines the terms and conditions on which Open Study College (OSC) supply the services, products and distance learning courses and course materials (the “course(s)”) listed on our website <http://www.openstudycollege.com> (the “website”) to you. Please read the terms and conditions carefully before placing an order for any of our courses.

You understand that by ordering any of our courses, you agree to be bound by the terms and conditions outlined below, our website Terms of Use and our Privacy Policy. Please understand that if you do not accept the terms and conditions outlined below, 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.

“Course materials” refers to the learning materials, books, DVD’s, specialist kits, software, support and tuition (where applicable) relating to any courses.

**Using our sole discretion, we reserve the right to refuse enrolment on any of the courses we offer.**

### 1. INFORMATION ABOUT US

[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 6140 Knights Court, Birmingham Business Park, Solihull Parkway, B37 7WY. We are registered as a data controller on the Data Protection Register as required by the Data Protection Act 1998. Registration number Z134852X.

### 2. SERVICE AVAILABILITY

Our website is intended for use only by people resident in the serviced countries OSC choose to operate with. 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 via email, please email [info@openstudycollege.com](mailto:info@openstudycollege.com) to request this information. We do not accept orders from outside these jurisdictions.

### 3. REGISTRATION, PASSWORDS AND SECURITY

3.1 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.

3.2 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.

3.3 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.

#### **4. YOUR STATUS**

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.

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

After placing an order, you will receive an e-mail 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

#### **6. AVAILABILITY AND DELIVERY**

6.1 Materials will be sent by courier to the delivery address you have provided to us.

6.2 We aim to fulfil your order within reasonable time of the order being placed, unless there are exceptional circumstances.

6.3 The courses will be at your own risk from the time of delivery. Ownership of the courses will only pass to you once we receive full payment of all sums due in respect of the courses including delivery charges.

#### **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, you will receive one course/level at a time. This usually applies to 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 to request the next course within your course bundle.

#### **8. YOUR CONSUMER RIGHTS**

8.1 Once you have placed an order for one of our courses, you may cancel the contract at any time within fourteen days, beginning on the day after you received the course(s). In this case, you will receive a full refund of the fee paid in accordance with our refunds policy below. Refunds are only available for paper based courses, and electronic online courses, provided you have not logged into or accessed the course.. If you have broken a security seal on any item including CD-ROM's or practical kits, then we will not be able to provide a refund.

8.2 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 the course(s) and all course materials to us immediately, in the same condition in which you received them, and at your own cost and risk. A cancellation is not final until 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.

8.3 If, in our sole opinion, any course and course materials are not returned to us in the same condition you received them, you may be charged a replacement charge for such course and course materials.

8.4 After fourteen days have elapsed, we cannot accept courses or course materials being returned under any circumstances and any and all fees will become payable by you.

## **9. OUR REFUNDS POLICY**

9.1 We offer a refund on all paper based courses and course materials provided they are returned to us within fourteen days after you received them. 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 based courses. If you have broken a security seal on any item, then we will not be able to provide a refund.

9.2 When you return the courses and course materials to us:

(a) because you have cancelled the Contract between us within the fourteen-day cooling-off period, we will process the refund due, less an administration fee of £25, 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(s) concerned in full, not including the cost of sending the item to you and any additional add on services purchased. You will be responsible for the cost of returning the item to us.

(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 e-mail 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.

(c) When you cancel an Essential Nails course there is an additional £60 restocking fee in addition to the standard £25 administration fee

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

## **10. PRICE AND PAYMENT**

10.1.1 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.

10.1.2 The standard fee is the cost of a course when not choosing to pay in full, up front. The standard fee applies when paying via our finance option, paying at a later date (via invoice) or over a period of time.

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

10.2 Our website contains many 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).

10.3 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.

10.4 Payment for all courses must be by credit or debit card. We accept payment with MasterCard, Visa, AMEX, Maestro and Electron cards. You may also pay by cheque or bank transfer but any course discounts will not apply.

## **11. PAYMENT BY DIRECT DEBIT**

11.1 Monthly payment agreements with OSC Ltd can only be accepted if you have a valid UK bank account that accepts direct debits. We do not accept students onto our instalment agreements 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 an instalment plan must pay the remaining balance of their plan before leaving the UK.

11.2 Students enrolled through an instalment plan agree that the monthly fee will be automatically debited from your designated bank account (or debit card) as per the instalment agreement outlined to you on our website or over the telephone during your registration.

11.3 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 you fail to make payment within 10 working days of your payment becoming overdue, the remainder of your instalments will become immediately payable and a £35 administration charge will be applied to your account.

11.4 Cancellation of a direct debit outside of the cooling off period does not cancel the agreement between yourself and OSC, therefore an alternative method of payment must be arranged. Failure to notify us of cancelling your direct debit will constitute to a breach of terms. Payers will then be liable to pay the whole balance outstanding immediately, plus any administration fees.

11.5 Following the cooling off period, as defined in section 9, you are agreeing to pay the direct debit instalments and are bound by the terms and conditions.

11.6 If your account remains in arrears for more than 31 consecutive days 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 an additional 20% will be added to the balance outstanding.

11.7 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.

## **12. PAYMENT BY THIRD PARTY FINANCE**

12.1 If you choose to pay your instalments by our third-party finance company, you will be bound by their terms and conditions.

12.2 If you choose to pay for your course through our third-party finance option, the course and its materials will remain property of OSC until full payment is received from the finance company.

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

12.4 If you cancel the finance application after the materials have been sent to you, you will be charged the full amount of the course fee, unless you have notified us in writing that you wish to cancel enrolment, within 14 days of the date of enrolment. 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 £5.99 will be required to cover the cost of express delivery.

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

Consumer credit service is provided by Pay4Later Ltd. Pay4Later is authorised and regulated by the Financial Conduct Authority (Firm Reference Number: 728646). Registered offices are at 33 St Mary Axe, London, EC3A 8AG. For more information please refer to [www.pay4later.com/consumerfaq](http://www.pay4later.com/consumerfaq) or visit [www.pay4later.com](http://www.pay4later.com).

Finance is provided through the Pay4Later platform by a number of lenders. You will be offered the best rate available based on your credit history and our lenders' credit decision policies. You will be informed who the lender is at the point the loan is offered and provided with their full contact details.

## **14. REGISTRATION WITH AWARDING BODIES**

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

14.1 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.

## **15. COURSE DURATION**

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

## **16. COURSE TRANSFER**

16.1 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 detailed under our Refunds Policy above). 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.

16.2 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.

16.3 In exceptional circumstances, where a course transfer is agreed after 14 days from enrolment, no re-imbursement 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.

16.4 At any time during your enrolment period you may opt to change your method of studying from E-learning to course pack or vice versa. This will incur an administration charge of £25 plus additional postage charges.

## **17. COURSE REPLACEMENT**

17.1 If at enrolment the student has chosen to purchase the Open Study College Course Replacement Service, course contents will be replaced in the event of damage or loss. The materials covered by the course replacement service are printed course work, assignments and folder. The service is valid for the duration of the course. The service can only be used once and is non-transferrable.

17.2 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 exclusive to towels, water bottles and bags.

17.3 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.

17.4 If paying the course replacement fee by instalments, the full amount will be required to be paid before a replacement request is granted.

## **18. COURSE ASSISTANCE**

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.

## **19. PRACTICAL SESSIONS AND ASSESSMENTS**

19.1 All dates are provisional until confirmed officially in writing, all dates are subject to change. An indemnity form will need to be completed and signed by the student before the commencement of any practical session or assessment.

19.2 A deposit of £50 is payable to reserve your place on any practical sessions or assessments. The deposit will be returned within 28 days after your attendance has been confirmed at the practical session or assessment. Once your registration onto a practical session/assessment has been confirmed, if you do not attend this deposit will be forfeited.

19.3 You have 12 months to complete the theory part of a course that includes practical assignments or assessments. Any practical sessions then have to be completed within 12 months thereafter.

## **20. OUR LIABILITY**

20.1 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.

20.2 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.

20.3 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.

20.4 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.

## **21. INDEMNITY**

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 and Conditions of Sale.

## **22. INTELLECTUAL PROPERTY**

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

## **23. WRITTEN COMMUNICATIONS**

23.1 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.

23.2 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.

## **24. CONFIDENTIALITY**

In all cases, we will only converse with the registered student unless we have written permission to speak to a third party.

## **25. EVENTS OUTSIDE OUR CONTROL**

25.1 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 our reasonable control.

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

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

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