

## SCHEDULE 3

### BPP STANDARD CONTRACTUAL TERMS RELATING TO THE PRODUCT

BPP Standard Contractual Terms for incorporation into the Customer's standard terms of sale for the Products. These should be used in addition to the Customer's standard terms of sale and not as a substitute for such terms.

**These terms and conditions apply to your purchase of an Online Course from Nagin Lad Accountancy College. Your contract is with Nagin Lad Accountancy College and any concerns you may have about the Online Course should be directed to Nagin Lad Accountancy College. You acknowledge that the Online Course will be delivered by BPP Professional Education Limited ("BPP") but that BPP have no contractual obligations to you.**

#### Definitions

**"BPP Pass Assurance Scheme"** means the pass assurance scheme offered by BPP for certain Online Courses. If the scheme applies to a particular Online Course details will be given in the course description available on [www.naginlad.com](http://www.naginlad.com)

**"Course Materials"** means the materials provided in the course of the delivery of the Online Course, which may be (i) downloaded from the relevant Online Course Website or (ii) accessed and viewed on the relevant Online Course Website; or (iii) the Study Materials (or a combination of (i) and (ii) and (iii))

**"Online Course"** means online course you have purchased from Nagin Lad Accountancy College and which will be delivered by BPP;

**"Online Study Materials"** means, but is not limited to, Online Tests, Online Tutorials and Online Downloads  
**"Study Materials"** means, but is 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), Course Companions, Revision Companions, Combined Companions, Online Study Materials, eBooks and Study Texts

**"you"** means the individual purchasing the Online Course.

#### 1. Online Course contents and Access terms

- 1.1 You may only purchase an Online Course if you are currently studying for an ACCA, CFA or CIMA qualification (as applicable) and are resident outside of the European Economic Area.
- 1.2 Please see the description of the Online Course available on [www.naginlad.com](http://www.naginlad.com) for details of the contents of the available Online Courses. Except as set out in the description of the Online Course, no additional Course Materials and/or tuition (either online, face to face or classroom) will be provided.
- 1.3 Your purchase of an Online Course does not include any accompanying hard copy study materials but may include Online Study Materials. Your purchase of an Online Course only entitles you to print a maximum of 25% of the Course Materials and multiple copies of the same page will count towards the maximum allowance. You should ensure you have enough paper before printing so as not to run the risk of exceeding the print allowance by having to make several print attempts.
- 1.4 You will be notified of when you will have access to the Online Course purchased and for the length of time such access will be made available to you, unless any such Online Course is removed.
- 1.5 The receipt of an Online Course is personal to you and you may not transfer your rights to access the Online Course or provide an Online Course to any other person. You may not share your Online Course or your log-in details with any other person.
- 1.6 You may incur charges to your internet service provider while you are accessing and / or downloading the Course Materials. Charges may also be payable to third parties for use of the software necessary to access and / or download the Course Materials. You are responsible for paying these charges.
- 1.7 You acknowledge that Nagin Lad Accountancy College and BPP operate a zero tolerance policy in relation to inappropriate behaviour of students. In particular abusive or violent behaviour directed at Nagin Lad Accountancy College or BPP's staff or other students and unfair or dishonest practices including but not limited to cheating, will not be tolerated under any circumstances. Nagin Lad Accountancy College and BPP may at their reasonable discretion and without liability or an obligation to refund course fees, refuse to supply any Online Course to any student.
- 1.8 BPP reserves the right, at BPP's sole discretion, to suspend the provision to you of the relevant Online

Course in you are in breach of these terms or if BPP has not received payment of your course fee from Nagin Lad Accountancy College. For all Online Courses, BPP may cancel at any time up to 14 days prior to the commencement of such Online Course.

- 1.9 Where the BPP Pass Assurance Scheme applies to the Online Course you have purchased, you must contact Nagin Lad Accountancy College to arrange your relevant re-sit exam or re-sit course. BPP's Pass Assurance Terms and Conditions will apply and are available at [www.bpp.com](http://www.bpp.com).

## **2. My Study Enhanced Classroom Product**

- 2.1 If the Online Course you purchase grants you access to BPP's online learning environment, My Study, then the following terms in this Clause 2 shall apply.
- 2.2 MyStudy content is a product to be used as an enhancement to the Online Courses. There is no fee paid by you to receive access to this product and therefore no refund for this product is available in any circumstances. Neither Nagin Lad Accountancy College nor BPP have any responsibility to provide this content to you, to keep this content up to date or to monitor this content.
- 2.3 Neither Nagin Lad Accountancy College nor BPP make any warranties, whether express or implied in relation to the accuracy of any MyStudy content. MyStudy is provided on an "as is" and "as available" basis. All warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded with regards to MyStudy, to the extent permitted by law, including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy and completeness.
- 2.4 If for any reason, the Online Course is cancelled by you then access to the MyStudy content will be cancelled immediately.

## **3. System Requirements**

- 3.1 Please note that it is your responsibility to check that the computer you plan to use to access your Course Materials and the Online Course (and MyStudy, where applicable) is compatible with the minimum specification requirement that relates to the Online Course you are ordering. The current minimum specification requirements for the Online Courses are:

Operating System	Windows XP or Vista
Processor	800MHz or higher
Memory (RAM)	128MB or higher
Free Hard Disc Space	50MB
Screen Resolution	1024x768 or higher
Screen colours	32-bit (high colour) or higher
Flashplayer	Version 11 or higher
Adobe Reader	Version 7 or higher
Internet Explorer	Version 7 or 8

While certain operating systems and browsers are not officially supported it is probable that you will be able to use them to view content. Nagin Lad Accountancy College and BPP will try to help where we can but cannot guarantee we will be able to resolve the issue if you use one of the unsupported operating systems or browsers.

- 3.2 You acknowledge and accept that neither Nagin Lad Accountancy College nor BPP can be held responsible for any technical problems you encounter following the purchase of an Online Course.

## **4. Modifications to content of existing courses or technology enhancements**

- 4.1 From time to time, modifications, enhancements or issue clarifications (for example, to clarify ambiguous regulatory drafting) may be made to the audiovisual, interactive or written Online Courses. You will have access to such changes free of charge only to the extent that such changes relate to the Online Course purchased by you.

## **5. Annual (or other term) Updates**

- 5.1 Certain Online Courses will periodically be superseded by new legislation or the issue of new regulations. Following the enactment of new legislation or the issue of new regulations. If new legislation or regulations supersedes existing Online Courses, these may be available for purchase as new Online Courses. For the avoidance of doubt, purchase of a current Online Course does not entitle you to have access to future revised Online Courses as part of the original purchase.

## **6. Technical Support and Access**

- 6.1 Nagin Lad Accountancy College and BPP will provide technical and content support to individuals who have purchased an Online Course in respect of the Online Course purchased (and MyStudy, where applicable), in accordance with the provisions referred to below.
- 6.2 If you report a fault to Nagin Lad Accountancy College or BPP, Nagin Lad Accountancy College or BPP will use reasonable endeavours to provide a solution but neither Nagin Lad Accountancy College nor BPP guarantees that the technical support provided will resolve your technical problems. If you receive technical advice from Nagin Lad Accountancy College or BPP then neither Nagin Lad Accountancy College nor BPP will accept any responsibility for any problem if you do not ensure that such advice is strictly followed.
- 6.3 You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to the relevant Online Course website and that technical support may not be available during such periods of downtime. Further you accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability.
- 6.4 Nagin Lad Accountancy College and BPP will use reasonable endeavours to make the Online Course (and MyStudy, where applicable) available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. BPP reserves the right to suspend access to the Website for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the Website.
- 6.5 You also accept and acknowledge that neither Nagin Lad Accountancy College nor BPP can be held responsible for any delay or disruptions to your access to the Online Course (and MyStudy, where applicable) as a result of such suspension or any of the following:
- 6.5.1 the operation of the internet and the World Wide Web, including but not limited to viruses;
  - 6.5.2 any firewall restrictions that have been placed on your network or the computer you are using to access the Online Course (or MyStudy, where applicable);
  - 6.5.3 failures of telecommunications links and equipment; or
  - 6.5.4 updated browser issues.

## **7. Warranties**

- 7.1 You will be provided with the Course Materials in accordance with the Online Course description available on [www.naginlad.com](http://www.naginlad.com)
- 7.2 You are expected to take reasonable care to verify that the Online Course and Course Materials in question will meet your needs. Neither Nagin Lad Accountancy College nor BPP make any commitment to you that you will obtain any particular result from your use of the Course Materials or that you will obtain any particular qualification on completion of the Online Course (unless otherwise stated).
- 7.3 Neither Nagin Lad Accountancy College nor BPP make any representation, guarantee or commitment to you that the Course Materials will be error free.
- 7.4 Neither Nagin Lad Accountancy College nor BPP make any commitment that any Online Study Materials (and MyStudy, where applicable) will be compatible with or operate with your software or hardware.
- 7.5 All representations, warranties and/or terms and/or commitments not expressly set out in these terms (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible at law.

## **8. Limitation of liability**

- 8.1 The exclusions and limitations of liability contained in these terms do not apply to a party's liability: (i) for fraud or willful default; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.
- 8.2 Except as set out in these terms, neither Nagin Lad Accountancy College nor BPP shall be responsible for losses that result from their failure to comply with these terms including, but not limited to, losses that fall into the following categories:
- 8.2.1 indirect or consequential losses;
  - 8.2.2 loss of income or revenue;
  - 8.2.3 loss of business;
  - 8.2.4 loss of anticipated savings; or
  - 8.2.5 loss or corruption of data.

- 8.3 Neither Nagin Lad Accountancy College nor BPP are responsible to you for any data that you lose either (a) as a result of accessing the Online Study Materials or MyStudy; or (b) during completion of any Online Course via the website. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the Online Study Materials and MyStudy, and (ii) all data that you are inputting when completing the Online Course.
- 8.4 Save as otherwise set out in this section "Limitation of liability", Nagin Lad Accountancy College and BPP's maximum aggregate liability to you for any claims that you may have against Nagin Lad Accountancy College or BPP for direct loss in contract, tort or otherwise arising out of or in connection with these terms, the Online Course, your use of the Course Materials and any technical support shall be limited to the amount of the course fee which has been paid, or is payable, by you or on your behalf.
- 8.5 Neither Nagin Lad Accountancy College nor BPP will be held responsible for any delay or failure to comply with their obligations under these terms if the delay or failure arises from any cause which is beyond Nagin Lad Accountancy College or BPP's reasonable control. This condition does not affect your statutory rights.
- 8.6 Each provision in this Clause 8 shall be construed separately. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

## **9. Disclaimer**

- 9.1 The Online Courses are for training purposes only. Neither Nagin Lad Accountancy College nor BPP will accept any responsibility to any party for the use of the Course Materials for any purpose other than training for educational purposes, including but not limited to the giving of advice by you to any third party.

## **10. Intellectual Property**

- 10.1 At all times, BPP and/or its licensors, remain the owner of the intellectual property in the Online Courses, the Course Materials and MyStudy content. No Online Course and/or Course Materials and/or MyStudy content, nor any part of it may be reproduced, stored in a retrieval system or transmitted any form or by any means without the prior written permission of BPP.
- 10.2 BPP grants to you a non-exclusive, non-transferable licence to use the Course Materials and MyStudy content for the sole purpose of studying for the Online Course. For Online Study Materials the licence granted is to use the Online Study Materials on one computer only.
- 10.3 Save as expressly set out in these Terms, you may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way any of the Course Materials or MyStudy content. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Online Study Materials or MyStudy or create derivative works based on the whole of or any part, or which incorporate, the Online Study Materials or MyStudy into any software program. Use of the Course Materials not expressly permitted in these terms is strictly prohibited and will constitute an infringement of either BPP's copyright or BPP's other intellectual property rights, and / or the copyright or other intellectual property rights of BPP's licensors.

## **11. Data Protection**

- 11.1 Nagin Lad Accountancy College will process the information it receives from you or otherwise holds about you in accordance with these Terms and its privacy policy. You consent to the use by Nagin Lad Accountancy College of such information in accordance with these Terms and Nagin Lad Accountancy College privacy policy.
- 11.2 BPP will process the information it receives from you or otherwise holds about you in accordance with its privacy policy. You consent to the use by BPP of such information in accordance with the BPP privacy policy. You have the right to receive details of the personal information held by BPP. A fee of £10 will be payable. For more information, please refer to BPP's privacy policy.
- 11.3 Nagin Lad Accountancy College and/or BPP may report any cases of fraud or attempted fraud, academic misconduct or unethical behaviour to the relevant external awarding bodies and professional bodies.