

Please read these Terms and Conditions carefully, if you have any questions please don't hesitate to contact [enquiries](#).

TERMS AND CONDITIONS

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO the PROVISIONS OF CLAUSE 27.

1 | DEFINITIONS

1.1 | The definitions in this clause apply in the Terms and Conditions set out in this document.

"Code Institute" means one of the organisations responsible for the delivery and development of the Course Materials.

"Consumer" means an individual acting outside the course of business.

"Continuous Payment Authority" means your written authority for us to take payments from your bank account or credit card for the purpose of paying the Course Fees.

"Course" means any Course, unit or units of learning you purchase from us.

"Course Fees" means the amount payable by you for the Service.

"Course Materials" means all material provided by us and/or Skillsoft, and/or Digital Marketing Institute and/or Oracle University and/or Code Institute to you following your Enrolment which shall include but is not limited to: online learning material - including log in passwords; and online mentoring and tutoring.

"Course Provider" refers to one of the following four companies that provide the Learning People Course Materials – Skillsoft, Digital Marketing Institute, Code Institute or Oracle University.

"Course Rules" means and shall include any rules, regulations, standards, policies, codes, charters and guidelines prescribed and/or endorsed by Skillsoft, Digital Marketing Institute, Code Institute or Oracle University as in force from time to time.

"Credit Agreement" means a loan contract arranged with our Lending Partner.

"Deko" means an administrative agent for either Honeycomb Ltd or Omni Capital Retail Finance Ltd who will be the lender.

"Digital Marketing Institute" means one of the organisations responsible for the delivery and development of the Course Materials.

"Enforce" means the lender resorting to a court of law for an order directing you to pay.

"Enrolment" means your enrolment in a Course.

"Enrolment Date" means the date on which we confirm your Enrolment or such other date as determined by us.

"Guarantee" means the written instrument that sets out the terms of an Indemnity.

"Indemnity" means a Guarantee or undertaking given by the Learning People to its Lending Partner.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related

rights, trade marks, business names and domain names, rights in get up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information - including know how, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Interest Free” means that there is no interest cost for credit provided under a Credit Agreement.

“Lending Partner” means Zebra Finance or any other lending institution suggested by the Learning People from time to time.

“Online Learning System” means an internet based system hosted by Skillsoft or Oracle University or the Digital Marketing Institute, for delivery and management of the Course and the system may include, but is not limited to, online learning material, online mentoring and tutoring and online assessments, the Learning People Skillport and the Learning People Website.

“Oracle University” means one of the organisations responsible for the delivery and development of the Course Materials.

“Order” means an offer by you to purchase Services in accordance with these Terms.

“Payment Default” means two payments overdue under a Credit Agreement arranged under a credit option to pay for the Course Materials.

“Registration” means your official registration with the Learning People upon payment.

“Service” means the provision of the Course by us and/or Skillsoft, and/or Digital Marketing Institute and or Code Institute and/or Oracle University to you

“Skillsoft” means one of the organisations responsible for the delivery and development of the Course Materials.

“Student” means a single user to any of the Online Learning Systems by a unique username and protected by a user defined password.

“Terminate” means, in respect of the subject matter where it is referred to, to foreclose a Credit Agreement and demand full payment of all amounts due under it.

“Terms” means the Terms and Conditions set out in this document.

“The Learning People” means the Learning People (IRE) Ltd - Company No. 567040, a company incorporated in Ireland whose registered address is 8-9 Westmoreland St, Dublin 2, Ireland OR the Learning People Ltd - Company No. 7180242, a company incorporated in England and Wales whose registered address is The Agora, Second floor, Ellen Street, Brighton and Hove, BN3 3LN, United Kingdom.

“The Learning People Skillport” and “Skillport” means the Website located at learningpeople.skillport.com.

“The Learning People Website” means www.learningpeople.co.uk.

“The Learning People Corporate” means Skills Delta Ltd - Company No. 10704648, a company incorporated in the UK whose registered address is The Agora, 2nd Floor, Ellen Street, Hove, East Sussex, United Kingdom, BN3 3LN.

“Video Collections” are two separate online collections of videos comprising either Business or IT titles

“Zebra Finance” means an administrative agent for R Raphael & Sons Plc who will be the lender.

1.2 | References to “we”, “us” and “our” are references to the Learning People.

1.3 | A reference to “you”, “your” or “yourself” is reference to a person or firm who purchases a Service from the Learning People.

1.4 | A reference to a clause is to a clause of these Terms.

2 | BASIS OF A SALE

2.1 | These Terms and the Continuous Payment Authority - if applicable - constitute the entire agreement between you and us for the supply of the Service.

Please check that the details in these Terms and your Order are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.

2.2 | You acknowledge in agreeing to these Terms that you have not relied on any statement, promise, representation, assurance or warranty made or given on behalf of the Learning People which is not set out in this document.

2.3 | The Order constitutes an offer by you to purchase Services in accordance with these Terms.

2.4 | A quotation shall be valid for a period of 14 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

2.5 | We have the right to revise and amend these Terms from time to time. You will be subject to any privacy policy in place and the Terms in force at the time that you order the Service from us, unless any change to those policies or these Terms is required by law or government or regulatory authority – in which case, it will apply to orders you have previously placed that we have not yet fulfilled.

2.6 | You confirm that you are solely responsible for ensuring that you possess the necessary skills and experience required to enrol on a specific Course and that you will comply with the Course Rules.

3 | ENROLMENT

3.1 | Your Enrolment Date is the date your Online Learning System login details are issued to you.

3.2 | Your Enrolment will be limited to the period specified for your Course or training package, commencing from the Enrolment Date.

3.3 | Extensions to your Enrolment may be considered where a request is made in writing at least 14 days prior to the date on which your Enrolment is due to end.

3.4 | You confirm that you understand any prerequisite skills or experience applicable to your proposed Course and examination. You acknowledge and agree that your Enrolment and continued participation in a Course is subject to you complying and continuing to comply with the Course Rules.

4 | CONSUMER RIGHTS

4.1 | By logging into the Online Learning System you acknowledge receipt of the Service from us.

4.2 | Subject to clause 4.7, you can Terminate your Enrolment within 14 days from your first payment or Registration date, whichever is the earliest.

4.3 | You may cancel your Continuous Payment Authority at any time within 14 days of the date you made your first payment to us. However, if this is after 14 days you are still liable for the outstanding Fee and must find an alternative form of payment.

4.4 | To cancel your Enrolment, as provided for in clause 4.2, you must inform us in writing:
Email: enquiries@learningpeople.co.uk
Post: The Learning People Ltd, The Agora, Second floor, Ellen Street, Brighton and Hove, BN3 3LN, United Kingdom

4.5 | Subject to clause 4.7, if you cancel your Course you will receive a full refund of the Course Fees paid for the Course. We shall make refunds within 30 days of receipt of your written notification.

4.6 | Subject to clause 4.7 and for the avoidance of doubt, if you have logged on to the Online Learning System and downloaded material or completed over three hours of training, as indicated by our records, you will not be able to cancel your Course and to the maximum extent permitted by law, we have no liability to provide you with a refund of the Course Fees paid - in whole or in part.

4.6.1 | Subject to clause 4.7 and for the avoidance of doubt, if you have logged on to the Code Institute Online Learning System and completed over 5 hours of training or accessed the designated Mentor service as indicated by our records, you will not be able to cancel your

Course and to the maximum extent permitted by law, we have no liability to provide you with a refund of the Course Fees paid - in whole or in part.

4.7 | You cannot cancel any Course provided by the the Digital Marketing Institute nor the Code Institutes Coding Fundamentals for Business Professionals, once you have logged on to such Course and to the maximum extent permitted by law, we have no liability to provide you with a refund of the Course Fees paid - in whole or in part.

4.8 | The provisions of this clause 4 do not affect your statutory rights.

4.9 | Video Collections once you have logged on to this product and to the maximum extent permitted by law, we have no liability to provide you with a refund of the Fees paid - in whole or in part.

5 | DELIVERY OF COURSE MATERIALS

5.1 | We will use our reasonable endeavours to provide login details for the Online Learning System specific to you within five - 5 - business days from the Enrolment Date. We will do this by emailing the login to the email address you provide to us. On receipt of the login, you will be able to access the online Course Materials.

5.2 | We shall use all reasonable endeavors to meet any performance dates agreed but any such dates shall be estimates only and time shall not be of the essence for the performance of any Service.

5.3 | We have the right to make any change to the Service which is necessary to comply with any applicable law or which does not materially affect the nature or quality of the Service.

6 | YOUR OBLIGATIONS

6.1 | You shall:

6.1.1 | ensure that the terms of the Order are complete and accurate;

6.1.2 | cooperate with us in all matters relating to the Service;

6.1.3 | provide us with such information and material as we may reasonably require in order to supply the Service, and ensure that such information is accurate in all material respects.

6.2 | If the performance of any of our obligations is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation - "Default":

6.2.1 | we shall without limiting our other rights or remedies have the right to suspend performance of the Service until you remedy the Default, and to rely on the Default to relieve us from the performance of any of our obligations to the extent that the Default prevents or delays performance of any obligation; and

6.2.2 | we shall not be liable for any costs or losses sustained or incurred by you arising

directly or indirectly from your failure or delay to perform any of your obligations set out in this clause 6; and

6.2.3 | You shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from any Default.

7 | STUDENTS WITH DISABILITY

The Learning People cannot supply equipment, computers, aids or software for a Student with a disability. However, StudentCare™ will endeavour to supply any information a Student requires in terms of examination booking and special requirements.

8 | COURSE MATERIALS

8.1 | Whilst we make reasonable efforts to ensure the accuracy of Course Materials, we do not represent, warrant or guarantee that the Course Materials will be error free.

8.2 | You expressly acknowledge and agree that due to the rapidly evolving nature of information technology, Course Materials may become outdated and/or incorrect at any time.

8.3 | For the avoidance of doubt, we will not refund Course Fees on the basis that Course Materials are not error free, accurate and/or up to date.

8.4 | In circumstances where you discover an error or inaccuracy in the content contained in the Course Materials and/or the Online Learning System and notify us of this, we shall notify the correct Course Provider - Skillsoft, Digital Marketing Institute, Code Institute or Oracle University - of the same and request that it rectifies the error or inaccuracy within 45 business days of notification.

8.5 | We will use our reasonable endeavours to ensure that whilst you are enrolled on a Course that the Course Materials will be available to you via the Online Learning System on an uninterrupted basis save for:

- i) unavailability due to our or a Course Provider's scheduled maintenance of the Online Learning System; or
- ii) additional downtime measured on a monthly basis not exceeding 3% of all other time during that month; or
- iii) an event outside our control.

8.6 | We shall have no responsibility or liability to you for your inability to access the Online Learning System due to issues beyond our control such as the speed of your modem - or other connection devices used, your use of third party security software or firewall/proxy servers, or the performance levels of your internet service provider.

8.7 | If you do experience problems with the Online Learning System or access to Course Materials, please contact the Learning People StudentCare™ on 01273 907 900, or by emailing studentcare@learningpeople.co.uk.

We will attempt to resolve such problems within a reasonable time. You agree to provide us with such diagnostic information as we may reasonably require in order that we may resolve the problem.

Should the Learning People team not be available or are unable to help, useful contact details can be found on our StudentCare™ page.

However, for all project management and IT students, Skillsoft technical support is available 24x7 by emailing support@skillsoft.com or ringing 0800 973 184, and for digital marketing students, please email admin@digitalmarketinginstitute.com and for Code Institute email info@codeinstitute.net

9 | COURSE FEES AND ENROLMENT

9.1 | The Course Fees will be as set out in the quotation we provided to you or, if we have not provided a quotation or the quotation has expired, in our price list in force at the time. Prices are liable to change at any time, but price changes will not affect your orders that we have confirmed in writing.

9.2 | The Course Fees include VAT where VAT is applicable. However, if the rate of VAT changes between the date of the Order and the Enrolment Date, we will adjust the VAT you pay, unless you have already paid for the Course in full before the change in the rate of VAT takes effect.

9.3 | It is always possible that, despite our efforts, a Course may be incorrectly priced. We will normally check prices as part of our order process so that, where the correct Course Fee is less than its stated price, we will charge the lower amount when enrolling you on the Course. If the pricing error is obvious and could have reasonably been recognised by you as a mispricing, we do not have to provide the Course to you at the incorrect - lower price.

9.4 | Payment for all Courses must be made in advance by credit or debit card or in accordance with the Continuous Payment Authority. We accept payment with Visa, Visa Debit, MasterCard and American Express. We also accept payment by bank transfer and cheque.

9.5 | Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may:

9.5.1 | charge interest on the overdue amount at the rate of 5% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount; or cancel or suspend your access to all

Course Materials until you have paid the outstanding amounts; or

9.5.2 | cancel the Continuous Payment Authority and require you to pay any balance outstanding in full; or

9.5.3 | terminate this agreement by giving you written notice and if you fail to pay all outstanding amounts within 14 days after being notified in writing to do so.

9.6 | Clauses 9.1 and 9.5 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received an invoice that you dispute it.

9.7 | Subject to any exception outlined in clause 9, Course Fees cover all Course Materials.

10 | CONSEQUENCES OF TERMINATION

On termination of this agreement for any reason:

10.1 | You shall immediately pay us all outstanding invoices and interest and in respect of a Service supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt; and

10.2 | You shall return all Course Material which have not been fully paid for; and

10.3 | The accrued rights, remedies, obligations and liabilities of the parties as at the expiry or termination shall be unaffected, including the right to claim damages which existed at or before the date of termination or expiry; and

10.4 | Clauses which expressly or by implication survive termination shall continue in full force and effect.

11 | COURSE FEES AND COURSE MATERIAL EXTENSIONS

11.1 | Unless expressly stated, Course Materials and Course Fees do not include certification fees, examination fees personal stationery, special materials and texts and any other study related material you may elect to purchase.

11.2 | The mode of assessment varies between Courses and between training providers and may include online assessments and/or submission of written assessments - or any combination thereof. We reserve the right to change the mode of assessment applicable to a Course at any time, including after your Enrolment. We will however, where practical, give you reasonable notice of any change to the mode of assessment.

11.3 | You are entirely responsible for any costs and expenses related to accessing and/or running the Course Material on any computer system. We strongly recommend that before

enrolling on any Course you confirm the compatibility of your computer system with published computer specification for Course Materials for that Course.

12 | TRANSFERRING THE COURSE TO SOMEONE ELSE

12.1 | If you purchase the Course as a Consumer, your Enrolment in a Course is personal to you and you may not transfer the Course to any other person.

12.2 | However, if you have purchased a Course on behalf of your company, and have provided that company's details to us, we may, at our discretion, transfer your Enrolment/s to other people within your company only. Please contact us if you wish us to consider such a transfer.

12.3 | We may at any time assign, transfer or deal in any other manner with all or any rights under this agreement and may subcontract or delegate in any manner any or all of our obligations to any third party or agent.

13 | EXCHANGING YOUR COURSE FOR ANOTHER

13.1 | We at our sole and absolute discretion may allow you to apply your Course Fee as a credit against any other certification Course offered by a Course Provider provided that all of the following conditions are satisfied:

13.1.1 | you notify us within seven - 7 - business days from Enrolment Date of your desire to transfer to an alternative Course;

13.1.2 | the fee for the alternative Course is equal to or less than the original Course Fee - or you agree to pay us the difference where the fee for the alternative Course is higher than the original Course Fee;

13.1.3 | you consent to us disabling your login details to preclude continued access to any online Course Materials in respect of the original Course;

13.1.4 | you agree and warrant that you have not made any copies of the Course Materials or reproduced them in any way; and

13.1.5 | you agree and warrant that you have destroyed any Course Materials which you downloaded on to your computer system.

14 | "MONEY BACK" CERTIFICATION GUARANTEE

14.1 | With the exceptions listed in these Terms, we offer a "money back" certification Guarantee on any Course you enrol in that does not already include exams and resits. Under the terms of this Guarantee, if you purchase a Course that does not include exams and resits from us, and you fail an examination relating to that Course, and then fail the same examination a second time within 60 days of sitting the first examination, we will refund that part of the Course Fees pertaining to those Course Materials required for that examination.

14.2 | In order to make a claim on the Guarantee in clause in 14.1, you must have:

14.2.1 | taken your first exam within the original agreed student licence period - 12 months from the initial Registration date, unless otherwise agreed at the time of Registration; and

14.2.2 | accessed and completed all study modules and test preps associated with that exam; and

14.2.3 | achieved a minimum score of at least 80% in all associated exam preparation modules and test preps for project management courses and at least 90% in all associated exam preparation modules and test preps for IT courses; and

14.2.4 | you must complete the test prep for the associated exam within the two - 2 - weeks prior to taking the exam; and

14.2.5 | have accessed your training within the two - 2 - week period prior to taking the exam; and

14.2.6 | must provide us with an original copy of the examination transcript within five - 5 - business days of each failed examination.

14.3 | Any refund we make to you relates only to that part of the Course Fees pertaining to those Course Materials relevant to the failed examination, and does not cover the cost of the examination itself or other Course Fees. We do not refund interest charges or any applicable handling fees.

15 | IT PACKAGES INCLUSIVE OF EXAMINATIONS AND RESIT FEES

15.1 | On the purchase of an IT package you are enrolled into a 12 or 24 month subscription - depending on your requirements.

15.2 | If you have purchased an IT package and opted to include examination and any resit fees in your purchase price the following terms are applicable, and clauses 11 and 14 do not apply.

15.2.1 | You must take any examinations, including necessary resits, within the original agreed student licence period of either 12 or 24 months from the initial Registration date, unless otherwise agreed at the time of Registration; and

15.2.2 | you must access and complete all study modules and test preps associated with that exam; and

15.2.3 | you must achieve a minimum score of at least 90% in all associated exam preparation modules and test prep; and

15.2.4 | you must complete the test prep for the associated exam within the two - 2 - weeks prior to taking the exam; and

15.2.5 | you must access the Learning People Skillport training within the two - 2 - week period prior to taking the exam; and

15.2.6 | if you have not accessed any training module for at least two - 2 - months or more, you must complete the end of module test again, achieving a minimum score of 90% before sitting the exam; and

15.2.7 | if you fail an examination, including necessary resits, you must provide the Learning

People with an original copy of the examination transcript within five - 5 - days of each failed examination. You will need to re-take the Test Prep prior to the issue of an exam voucher for re-sit and

15.2.8 | Resits do not take precedence over standard exam requests and are processed in standard timescales.

15.2.9 | We will not purchase exams during the initial 14 day cooling off period

15.3 | For the avoidance of doubt you will not be able to request a refund of the examination fees outside of the Terms set in clause 4.

15.4 | For the avoidance of doubt you will not be able to request multiple vouchers, we will only supply one voucher for a single exam in a series. Each time an exam is passed or re-sat we will provide the single appropriate voucher for the next exam on production of the latest passed/failed exam report.

15.5 | Any terms and conditions set by Cisco, CompTIA, Microsoft and/or any other vendor, in respect of their examination guidelines are also applicable. It is your responsibility to understand and adhere to those terms and conditions.

15.6 | In order to book an exam, and only where you have purchased the training with exam costs included, you must ensure that all payments to the Learning People or Zebra Finance or Deko are up to date. If your account is in arrears you will not be able to book your exam.

15.7 | Video Collection material does not qualify as preparation for any exam.

16 | PROJECT MANAGEMENT PACKAGES INCLUSIVE OF EXAMINATION, RESIT FEES AND PMI MEMBERSHIP

16.1 | On the purchase of a project management package You are enrolled into a 12 or 24 month subscription - depending on your requirements.

16.2 | If you have purchased a project management package and opted to include examination, resit fees, and a 12 month PMI membership in your purchase price the following Terms and Conditions are applicable, and clauses 11 and 14 do not apply.

16.2.1 | you must take any examinations, including necessary resits, within the original agreed student licence period of either 12 or 24 months from the initial Registration date, unless otherwise agreed at the time of Registration; and

16.2.2 | you must access and complete all study modules and test preps associated with that exam, if provided; and

16.2.3 | you must achieve a minimum score of at least 80% in all associated exam preparation modules and test prep, if provided; and

16.2.4 | you must complete the test prep for the associated exam within the two - 2 - weeks prior to taking the exam; and

16.2.5 | you must access the Learning People Skillport training within the two - 2 - week period prior to taking the exam; and

16.2.6 | if you have not accessed any training module for at least two - 2 - months or more, you must complete the end of module test again, achieving a minimum score of 80% before sitting the exam; and

16.2.7 | if you fail an examination, including necessary resits, you must provide the Learning People with an original copy of the examination transcript within five - 5 - days of each failed examination. You will need to re-take the Test Prep prior to the issue of an exam voucher for re-sit and

16.2.8 | Resits do not take precedence over standard exam requests and are processed in standard timescales.

16.2.9 | We will not purchase exams during the initial 14 day cooling off period

16.3 | For the avoidance of doubt you will not be able to request a refund of the examination fees outside of the Terms set in clause 4.

16.4 | Any terms and conditions set by PMI, APMG and/or any other vendor, in respect of their examination guidelines are also applicable. It is your responsibility to understand and adhere to those terms and conditions.

16.5 | Your 12 month PMI membership requires you to complete the member application form which we have supplied to you.

16.5.1 | The membership will take up to one – 1 - month to be activated from the date you return your application form to the Learning People.

16.5.2 | For the avoidance of doubt you will not be able to request a refund of the PMI membership fee outside of the Terms set in clause 4.

16.6 | In order to book an exam, and only where you have purchased the training with exam costs included, you must ensure that all payments to the Learning People or Zebra Finance or Deko are up to date. If your account is in arrears you will not be able to book your exam.

16.7 | Video Collection material does not qualify as preparation for any exam.

17 | IT ACADEMY PACKAGE INCLUSIVE OF EXAMINATIONS AND RESIT FEES

17.1 | On the purchase of the IT academy package You are enrolled into a 12 or 24 month subscription - depending on your requirements.

17.2 | If you have purchased an IT academy package this includes examinations and any resit fees in your purchase price. The following Terms are applicable, and clauses 11 and 14 do not apply.

17.2.1 | You must take any examinations, including necessary resits, within the original agreed Student licence period from the initial Registration date, unless otherwise agreed at

the time of Registration; and

17.2.2 | you must access and complete all study modules and test preps associated with that exam; and

17.2.3 | you must achieve a minimum score of at least 90% in all associated exam preparation modules and test prep; and

17.2.4 | you must complete the test prep for the associated exam within the two - 2 - weeks prior to taking the exam; and

17.2.5 | you must access the Learning People Skillport learning centre training within the two - 2 - week period prior to taking the exam; and

17.2.6 | If you have not accessed any training module for at least two - 2 - months or more, you must complete the end of module test again, achieving a minimum score of 90% before sitting the exam; and

17.2.7 | if you fail an examination, including necessary resits, you must provide the Learning People with an original copy of the examination transcript within five - 5 - days of each failed examination. You will need to re-take the Test Prep prior to the issue of an exam voucher for re-sit and

17.2.8 | Resits do not take precedence over standard exam requests and are processed in standard timescales.

17.2.9 | We will not purchase exams during the initial 14 day cooling off period

17.3 | For the avoidance of doubt you will not be able to request a refund of the examination fees outside of the Terms set in clause 4.

17.4 | Any terms and conditions set by Cisco, CompTIA, Microsoft and/or any other vendor, in respect of their examination guidelines are also applicable. It is your responsibility to understand and adhere to those terms and conditions.

17.5 | In order to book an exam, and only where you have purchased the training with exam costs included, you must ensure that all payments to the Learning People or Zebra Finance or Deko are up to date. If your account is in arrears you will not be able to book your exam.

17.6 | Video Collection material does not qualify as preparation for any exam.

18 | MICROSOFT OFFICE SPECIALIST PACKAGE

18.1 | On purchase of an Microsoft Office Specialist – “MOS” - package you are enrolled into a 12 month subscription.

18.2 | All Terms listed herein apply, however;

18.2.1 | Upon purchase of an MOS package, no refunds will be available once training has been logged into, and;

18.2.2 | The full MOS package entitles the student to one MOS exam, excluding any booking/proctor fees.

19 | ORACLE UNIVERSITY TRAINING ON DEMAND

19.1 | The Oracle University Training on Demand is the last component of your Oracle OCP training which StudentCare™ will provide you with access to once you have completed and passed all other elements of your package, including exams.

19.2 | Access to your Oracle University Training on Demand course is limited to three – 3 - months from the date of purchase by StudentCare™.

19.2.1 | once purchased, the access cannot be paused, delayed or extended.

19.3 | Oracle University Training on Demand is a streaming only service. You cannot download the material.

19.3.1 | the Oracle University Training on Demand video is for your sole individual use. Any unauthorised sharing, reproduction or distribution is strictly prohibited.

19.4 | As part of your Oracle University Training on Demand course you are eligible for six - 6 - days access to a live lab environment.

19.4.1 | you can request access to the lab environment once. This access runs for six - 6 - consecutive days.

19.4.2 | you can reschedule access to labs on the labs tab within your course. After cancellation you may select a new week. You must change your reservation prior to three – 3 - business days before your lab start date.

20 | CREDIT OPTION

20.1 | The Learning People Ltd work in partnership with Zebra Finance to provide you with the option to pay for your Course Fees by fixed and equal monthly instalments under an Interest Free Credit Agreement. The credit will be extended to you at an interest rate of 0%. Administration fee will apply as detailed in Zebra's correspondence to you..

20.2 | If you wish to apply for this option then The Learning People Ltd shall introduce you to Zebra Finance. If they agree to extend credit to you then they will pay Course Fees directly to The Learning People on your behalf.

20.3 | The Terms and Conditions of this contract that concern the provision of the Course Materials and Service are separate from those contained in the Credit Agreement and will be provided to you to consider in a precontractual form.

20.4 | If you decide to proceed with the credit option and you have signed the Credit Agreement you will then have 14 days to change your mind and withdraw from it. In the event that you decide to withdraw then you shall then need to make payment to us using an alternative method.

20.5 | Payment by this option will not affect the Terms that form this contract.

20.6 | Consumer credit service is provided by Deko Ltd. Deko 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.dekopay.com/faq or visit <https://www.dekopay.com/>.

20.7 | Finance is provided through the Deko 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.

21 | SPONSORED CREDIT OPTION

21.1 | If you wish to apply for the credit option described above, but Zebra Finance are unwilling to extend credit to you, then we may, in our absolute discretion, agree to sponsor your application.

21.1.1 | If we agree to do this - and only on condition of this - then Zebra Finance will extend the Interest Free credit to you and we shall take an interest in it in the form of a Guarantee and Indemnity that we shall give to them.

21.1.2 | You will still have the right to change your mind as described at clause 20.4.

21.2 | Our Guarantee and Indemnity is given to them as a provision against Payment Default under the Credit Agreement. This means that in the event that you fail to make the payments due then we will, in our absolute discretion, settle in full the Credit Agreement and you shall then not owe Zebra Finance any more money. If we do not, for any reason, make good on our obligation under the Guarantee and Indemnity then you shall remain indebted to Zebra Finance and they may seek to Terminate their agreement with you and seek to Enforce payment from you in accordance with the Terms and Conditions contained therein it.

21.3 | In the event that we are required to settle the agreement we may end this contract and your Enrolment and you will then need to make alternative payment arrangements directly with us if you wish to have continued access to the Course Materials and Service.

21.4 | Payment by this option will not affect the Terms that form this contract.

22 | CONTINUOUS LEARNING MONTHLY PLANS

22.1 | In order to be eligible for our continuous learning Service you must be an individual Student who has completed an initial 12 month licence.

22.1.1 | You are paying for a 30 day monthly rolling contract paid in advance and is renewed automatically each month via a continuous card payment.

22.1.2 | Your access starts on the date that your first monthly payment is made and continues automatically from that date.

22.2 | If you want to cancel your monthly plan you can email us at continuous@learningpeople.co.uk or call us on 0800 1970 888 or 01273 907 872.

22.2.1 | Once you notify us that you wish to cancel we will cancel your next payment unless the date of notification is within five - 5 - working days of the due payment date in which case the termination will take effect on the following payment date.

22.2.2 | No refund will be provided for payments made prior to the date that termination takes effect.

22.2.3 | In the event that a monthly payment fails we will endeavour to contact you but if the situation is not rectified within two - 2 - weeks we will suspend access to your training.

22.2.4 | We reserve the right to cancel your plan at any time with two - 2 - months' notice.

22.3 | Continuous learning is excluded from clause 14.

22.4 | You are required to inform us if you change your correspondence address - both email and postal. We will not be liable for any non receipt of communication from us.

23 | REFER A FRIEND AMAZON VOUCHERS

23.1 | If a current Student refers/recommends another individual for a Course with the Learning People, they may be eligible for a £50 Amazon voucher.

23.2 | A Student will not automatically be offered a voucher upon referring another candidate, they must request one from the Learning People team.

23.3 | A Student is eligible for a voucher if both parties have paid in full. If either party is paying on a monthly basis, both must have completed all payments before a voucher will be issued.

23.4 | The referrer will only receive a voucher after the 14 day cancellation period is complete for the referee.

23.5 | There are no restrictions on how many people can be referred whilst an individual is a Student with the Learning People, so long as the criteria listed above is fulfilled.

23.6 | The £50 Amazon voucher is non transferable. There will be no substitutions or cash redemptions.

24 | COPYRIGHT AND INTELLECTUAL PROPERTY

24.1 | All Intellectual Property Rights in or arising out of or in connection with the Service shall be owned by the Learning People.

24.2 | All Course Materials are protected by copyright and are intended only for your individual learning purposes.

24.3 | You must not publish, copy, sell, broadcast, transmit, or otherwise reproduce or distribute any of the Course Materials otherwise than as permitted by law. You may, however:

24.3.1 | retrieve and display the Course Materials and content from the Online Learning System on your computer screen; and

24.3.2 | print one copy of the Course Materials - but not photocopy them; and

24.3.3 | store the Course Materials in electronic form - but not on any server or other storage device connected to a network.

24.4 | The Course Materials provided to you may contain licence agreements from parties other than us. Your Enrolment is subject to your compliance with any applicable licence agreements.

24.5 | You will be responsible for making good any loss we suffer if you use or copy the Course Materials other than in accordance with these Terms.

25 | CV DETOX

25.1| We do not warrant or guarantee that the CV detox will result in or improve the likelihood of securing new employment or other benefit.

25.2| CV detox is only available to students currently enrolled on a 12 or 24 month enrolment or Continuous Learning subscription. CV detox will not be available to students who are in any form of payment arrears or who are yet to make a payment.

25.3| CV detox is limited to one CV re-write and one Cover Letter per student except where agreed by the Career Consultant.

25.4| We reserve the right to withdraw the CV detox service at any time and to decline to offer the service at our discretion.

25.5| The service is only available in English.

26 | NO WARRANTY OR GUARANTEE AS TO CAREER ADVANCEMENT AND REMUNERATION

26.1 | We do not warrant or guarantee that your Enrolment in, or completion of, any Course will result in, or improve the likelihood of, you securing any kind of employment or other benefit.

26.2 | If you are already employed or engaged as an employee or consultant, we do not, warrant or guarantee that your Enrolment, or completion of any Course will result in, or improve the likelihood of, you receiving an increase of remuneration or any other benefit.

26.3 | You are solely responsible for ensuring that the purchase of, and your Enrolment in, any Course is appropriate to your specific needs and objectives.

27 | LIMITATION OF LIABILITY

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

27.1 | Nothing in these Terms shall limit or exclude the Learning People's liability for:

27.1.1 | death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

27.1.2 | fraud or fraudulent misrepresentation; or

27.1.3 | breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 - title and quiet possession.

27.2 | Subject to clause 26.1:

27.2.1 | The Learning People shall under no circumstances whatever be liable to you, whether in contract, tort - including negligence, breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Terms; and

27.2.2 | The Learning People's total liability to you in respect of all other losses arising under or in connection with the Terms, whether in contract, tort - including negligence, breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Course Fees paid by you.

27.3 | The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

27.4 | This clause 26 shall survive termination of the Contract.

28 | EVENTS OUTSIDE OUR CONTROL

28.1 | For the purposes of the Terms, Force Majeure Event means an event beyond the reasonable control of the Learning People including but not limited to strikes, lock outs or other industrial disputes - whether involving the workforce of the Supplier 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.

28.2 | The Learning People shall not be liable to the you as a result of any delay or failure to perform its obligations under the Terms as a result of a Force Majeure Event.

28.3 | If the Force Majeure Event prevents the Learning People from providing any Service, the Learning People shall, without limiting its other rights or remedies, have the right to terminate these Terms immediately by giving written notice to you.

29 | CONFIDENTIALITY

A party - “receiving party” - shall keep in strict confidence all technical or commercial know how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party - “disclosing party”, its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the terms, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Terms. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 28 shall survive termination of the Terms.

30 | NOTICES

30.1 | Any notice or other communication under or in connection with the Terms shall be in writing, sent to us at the address indicated in clause 4.4 or such other address as may be provided, and shall be delivered personally, sent by prepaid first class post or other next working day delivery service, commercial courier or email.

30.2 | A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 29.1; if sent by prepaid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one business day after transmission.

30.3 | The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

31 | WAIVER

A waiver of any right under the Terms or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

32 | SEVERABILITY

If any provision or part provision of the Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Terms.

33 | THIRD PARTY RIGHTS

A person who is not a party to the Terms shall not have any rights to enforce its terms

34 | VARIATION

Except as set out in these Terms, no variation, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Learning People.

35 | GOVERNING LAW and JURISDICTION

35.1 | These Terms, 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, shall be governed by, and construed in accordance with the law of England and Wales.

35.2 | Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation - including non contractual disputes or claims.

36 | MICROSOFT OFFICE COURSES PURCHASED ONLINE

The following terms apply solely to Microsoft Office courses purchased through the Reed Courses website.

36.1 | By logging into the Online Learning System you acknowledge receipt of the Service from us.

36.2 | Subject to clause 4.7, you can Terminate your Enrolment within 14 days from your first payment or Registration date, whichever is the earliest via Reed who you purchased the course from.

36.3 | You will be sent your log in details within 72 hours of purchase except in periods of high demand or over public holidays.

36.4 Your 12 month contract starts from the activation of your licence which will be at the point of sending your log in details

36.5 | Microsoft Office courses do not include the cost of exams.

36.6 | Microsoft Office courses do not offer access to Exam Preparation, CV Detox, StudentCare™, Learning Consultants or any other aspect of Learning People Packages or Collections purchased directly from the Learning People.

37 | CONTENT AND COURSE DELIVERY

All course content and course material is delivered by The Learning People Ireland, registered address 8-9 Westmoreland St, Dublin 2. Company number 567040.

All student support services are provided and delivered by The Learning People Ireland, who have a contractual relationship with The Learning People Ltd and Skills Delta Ltd trading as The Learning People Corporate.

38 | DMI PACKAGES

When purchasing DMI packages (collections) you have a 12 month licence made up of two separate 6 month licences. The second expires no later than 52 weeks from the date of the initial enrolment. You can request early enrolment on the second course but if you do not you will be automatically enrolled 26 weeks after initial enrolment.

39 | CASHBACK TERMS AND CONDITIONS

Our Cashback offer applies to qualifying enrolments only.

Qualifying enrolments are those that enrol during the offer period currently 1st December - 31st December 2017 and meet the following criteria:

39.1 | 20 days has expired since qualifying date.

39.2 | The cost of the training is paid in full or a minimum 5% deposit has been paid prior to enrolment.

39.3 | IF payment is not made in full then EITHER

A | CPA agreement has been signed by the student and returned and deposit paid in full

or

B | 3rd Party finance form has been signed by the student and returned and deposit has been paid in full.

39.4 | This offer cannot be used in conjunction with any other offer and may only be used once per customer.

39.5 | Payment will be made within 3 - 5 working days of the qualifying date.

39.6 | Qualifying date is the date at which the enrolment meets one of the qualifying conditions mentioned above.

39.7 | The Learning People reserves the right to withdraw this offer if, in our judgement, the offer is being abused. Learning People also reserves the right to change or amend the reward and the structure of the offer at any time. Any decision made by the Learning People with regards to this offer is final.