



Terms and Conditions

GENERAL TERMS AND CONDITIONS (COURSES)

These are the General Terms of Use (“Terms”) under which you (“You”) may use the Material, the UKDLP Ltd. website (insofar as it relates to the Material) (the “Site”), undertake the Course and use the Services (defined below).

Please read these Conditions of Use carefully. They constitute a binding agreement between Us and You and are deemed to be accepted by You each time that You use or access the Site or the Services.

If You do not accept the Terms, do not use the Site or the Services.

We may revise these Terms at any time by posting an update to this web page. You should review this page regularly as continued use of the Site Materials or Services after changes have been made to these Terms will constitute an acceptance of those changes. If you do not wish to accept any changes to these Terms, please cease your use of the Site and Services immediately and notify Us by sending an email to info@ukdlp.com

DEFINITIONS

“Company”, “We” or “Us”: UKDKP Ltd of England

“Course”: means a Course as identified on our website or in any brochure.

“Customer” or “You”: means a purchaser of a Course.

“Materials”: means any books, documentation, learning guides, CD-ROMs, online resources or the like supplied by the Company to the Customer for the Course.

“Price”: the Price of a Course.

“Services”: means those support services provided by tutors to the Customer including amongst other things teaching, marking, assessment and/or instruction.

Delivery

All orders placed by 1pm Monday to Friday will be delivered by courier the following day where possible. This excludes Bank Holidays. Overseas orders take around 4-5 days.

1. Course Materials

1.1 The materials relating to a Course, together with all revisions, updates and alterations made by us from time to time, which may be in any format and which are required by the student to complete the course will be of a satisfactory level of quality.

1.2 You will be responsible for inspecting the Materials promptly; any deficiencies or damage must be notified to us within 48 hours of receipt. Claims for deficiencies or damage after this period will not be accepted.

2. Conditions of Use

The Company cannot guarantee that any particular Course, its Materials or item will be available. In the event of a Course being

sold-out, we will endeavour to find an alternative; if this is not possible a full refund will be given.

3. Courses

3.1 It is your responsibility to comply with any specific Course requirements particularly but not exclusively in relation to the submission of any Coursework and/or the assessment of the same. Some Courses and levels of Course have very specific requirements which a failure to comply with may result in You not completing the Course or being deemed to have failed the Course, the Company does not take any responsibility for you failing to comply with any requirements.

3.2 As part of your Course you will be provided with support from a tutor, the duration of that support will be as stipulated in the documentation provided with your Course or available on the Site. If you wish to extend the duration of support provided, you may do so by contacting the Company on email info@ukdlp.com The Company will make an additional charge of £150.00 and will allow one 6 month extension if you apply within 3 months from the end of your original support. Please contact the Company for further details. Such an extension of support shall be limited to once per Course.

3.3 Complaints will be responded to within 7 working days.

4. Price and Payments

4.1 The price of any Course will be as quoted on the Site from time to time. The Price includes VAT (where appropriate).

4.2 Time for payment of the Price shall be of the essence. The price is due and payable on dispatch of the Course and/or Materials.

4.3 Where it has been agreed to accept payment by instalments, the Price remains due and payable at dispatch and any failure to make any instalment payment within three days of its due date shall in addition to any other remedies the Company may have, entitle the Company to:

4.3.1 Suspend performance of any or all Services provided under this Agreement,

4.3.2 Cancel any instalment plan or credit agreement made with the Company.

4.3.3 Suspend the provision of any support including but not limited to any marking or assessment of your work.

4.3.4 Refuse to issue any certificates (whether relating to achievement or otherwise).

4.3.5 Where suspension of your account has taken place, insist on such conditions as the Company considers reasonable before removing or lifting such suspension including (by way of example only), the payment in full of any outstanding balance.

4.4 In the event of any request for payment being declined by your bank, building society, credit card provider or the like, an administration charge of £20.00 per declined payment shall be levied.

4.5 Should a debt recovery agency be utilised to recover outstanding monies, the cost of that may be added to the outstanding balance. We may also lodge the failure to pay with the main Credit Reference Agencies which may affect your ability to obtain credit in the future.

4.6 For the avoidance of any doubt and subject to Clause 5, any termination by You prior to the Course being completed or the Services having been provided in full, the full amount for the Course will still be due and payable.

5. Cancellations

5.1 You have the right to cancel this contract within 10 business days from the day after the receipt of the Materials. If you choose to cancel within this period you will receive a refund of the Price within 30 days of you returning all Materials to us at (to follow)

5.2 The right of cancellation will not apply if:

5.2.1 You have accessed any online learning or Materials prior to cancellation.

5.2.2 Any software supplied has been used or the Security seal broken.

5.2.3 You have been provided any of the Services.

5.3 If you wish to cancel the notification this must be done by emailing info@ukdip.com

6. Warranties and Limitation of Liability

6.1 We warrant that:

6.1.1 The materials will be of satisfactory quality and reasonably fit for purpose but we do not warrant that the Materials will be error free.

6.1.2 We will perform the Services with reasonable skill and care.

6.2 All other warranties, conditions and terms implied by statute or the common law are, to the fullest extent, permitted by law excluded.

6.3 This Condition 6 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer in respect of:

6.3.1 Any breach of this Agreement;

6.3.2 Any use made by the Customer of the Course and/or Materials or any part of them; and

6.3.3 Any representation, statement or delictual act or omission (including negligence) arising under or in connection with the Agreement.

6.4 Nothing in this Agreement limits or excludes the liability of the Company:

6.4.1 For death or personal injury resulting from its negligence or the negligence of its employees or agent; or

6.4.2 For any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company;

6.4.3 Any other liability that cannot be limited or excluded by law.

6.5 Subject to Condition 6.4 the Company's total liability arising in connection with the performance, or contemplated performance, of this Agreement, shall be limited to the Price.

6.6 Subject to Condition 6.4 the Company shall not be liable to the Customer for:

6.6.1 Any loss of profits, anticipated savings, turnover, loss of business, contracts, data, depletion of goodwill or similar losses or pure economic loss (whether direct or indirect in nature):

6.6.2 Any indirect loss of damages which happen as a side effect of the main loss or damage;

6.6.3 Loss or damage caused by the Company in circumstances where there is no breach of legal duty owed by the Company to the Customer;

6.6.4 Loss or damage which is not a reasonably foreseeable result of any breach of this Agreement by the Company; and/or

6.6.5 Any claims brought against the Customer by any other party.

7. Intellectual Property Right

7.1 All copyright and other intellectual property rights relating to the Materials are either owned or licensed to the Company. Copying, adaptation or any other use of all or any part of it without our express permission is strictly prohibited.

7.2 In consideration of payment of the Price, the Company grants You a non-exclusive, non-transferable right to use and copy the Materials for the purposes of private study. This licence shall be suspended if the provisions of clause 4.3 apply and shall terminate on the Termination of this Agreement.

8. Termination

8.1 Without prejudice to any other rights or remedies which the Company may have, the Company may terminate this Agreement without liability to the Customer immediately on giving notice to the Customer if the Customer fails to pay any amount due under this Agreement including, but not limited to the Fees on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment.

8.2 Either the Company or the Customer 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 is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach.

8.3 For the purposes of this Clause 8 it is agreed and accepted by the parties that should You be found to have plagiarised or copied any coursework (other than that properly referenced or attributed) to any significant degree (which will be at the Company's sole discretion) it will be regarded as a material breach incapable of remedy and in addition to the termination of this agreement (and for the avoidance of doubt) You will not be entitled to complete the Course and receive any qualification or certification and You will not be entitled to a refund of the Price (or any part thereof).

9. Consequences of Termination

9.1 Termination of this Agreement, however arising, shall 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.

9.2 On termination of this Agreement for any reason:

9.2.1 The Customer shall immediately pay to the Company all outstanding sums, including, without limitation, Fees;

9.2.2 The Customer shall, within ten (10) business Days, return all of the Materials, including copies of all or any part of the

Materials. Until such time as the materials, including copies, have been returned or repossessed, the Customer shall be solely responsible for their safekeeping.

10. Waiver

10.1 A waiver of any right under this 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 this Agreement or by law shall 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 shall preclude or restrict the further exercise of that (or any other) right or remedy.

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

11. Severance

11.1 If any provision of this 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 shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

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

12. Entire Agreement

12.1 The Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

12.2 Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall 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 12.2 shall limit or exclude any liability for fraud.

13. Governing Law and Jurisdiction

13.1 This 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), shall be governed by, and construed in accordance with English law.

13.2 The parties irrevocably agree that the English Courts shall 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)

Please return your course to this address only: -

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