

TERMS AND CONDITIONS OF SERVICE

Law Training Centre (Kent) Ltd

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1. What the Terms and Conditions of Service cover

- a. The following Terms and Conditions of Service (“Terms”) govern all use of the Itckent.co.uk and its e–Learning platform (“Website”) and all digital and printed content, courses, services and products available at or through the Website (“Courses”). The Website is owned and operated by Law Training Centre (Kent) Limited (“LTC”).
- b. Access to the e–Learning platform is subject to the Learner accepting the Terms as set out by LTC without modification. By accessing the e–Learning platform, the Learner is agreeing to be bound by all LTC’s Terms and Conditions of Service, its operating rules, policies and procedures. The Terms and Conditions of Service are subject to change at the discretion of LTC.
- c. Learners should read the Terms and Conditions of Service carefully before accessing their e–Learning platform. Failure to agree to all the Terms and Conditions of Service will prohibit access to the e–Learning platform.
- d. All rights not expressly granted within these Terms are reserved.
- e. These Terms shall be governed by and construed in accordance with the laws of England and Wales.

1.1 Why we strongly recommend that you read the Terms and Conditions of Service

- a. Please read the Terms carefully before you submit your enrolment form to us. The Terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem, and other important information.
- b. If you think that there is a mistake in these Terms, please contact us to discuss.

2. Who we are and how to contact us

- a. Law Training Centre (Kent) Limited (LTC) is a specialist training provider of recognised lawyer, paralegal and post-qualification education for legal professionals, both nationally and internationally.
- b. It is a training provider that globally delivers legal and management qualifications including:
 - ▶ The Council for Licensed Conveyancer and Probate Practitioners (CLC): SQA Level 4 and Level 6 Licensed Conveyancer and Probate Practitioner Diplomas
 - ▶ The Chartered Institute of Legal Executives (CILEx): CILEx lawyer qualifications including Level 3, Level 6 and the Graduate Fast-Track Diplomas
 - ▶ The National Association of Licensed Paralegals (NALP): NALP Level 3, 4 and 7 Diplomas
 - ▶ Qualified Lawyer Training Scheme (QLTS): qualified as a lawyer overseas but want to practice in the UK
 - ▶ Axelos—Project, Risk and Information Security management are increasingly vital skills that all legal professionals need to possess. Our AXELOS accredited qualifications (MoR, PRINCE2 and RESILIA) deliver globally recognised best practice certification as used by the multi-skilled legal professional in their everyday practice to improve efficiency, reduce risk and fend off cyber threats to firm and client data
 - ▶ Solicitors Qualifying Examination (SQE): From 2021, the pathway to becoming a qualified lawyer is changing so that you will no longer have to have a law degree, or any degree at all. LTC has the training material you will need to study the full pathway through to the SQE, which will be the defining exam
 - ▶ Chartered Management Institute (CMI): a range of management and leadership courses from Level 3 to Level 7 delivered at Award, Certificate and Diploma level
 - ▶ Propertymark: Level 3 and Level 4 Award and Certificate courses in residential and commercial property management, sales, auctioneering and letting.
- c. LTC specialises in working with firms and professionals in the legal sector, ensuring that all qualifications are relevant and lead to a step change in your career.
- d. Our experienced legal trainers are solely focused on the provision of legal and business training for aspiring and qualified lawyers. We have a deep understanding of the current legal sector and the training needs of those who work within it.
- e. Our online course delivery is uniquely engaging, having full regard of how precious time is for those not only studying law, but also practicing at the same time. Most importantly, our qualifications are affordable, ensuring a real return on investment.
- f. Our aim is to support our Learners by providing them with the tools to stand out and gain a commercial edge in a very competitive legal market.

2.1 Contact details

- a. Our registered office and principal place of business is **Crown House, John Roberts Business Park, Pean Hill, Nr Canterbury, Kent CT5 3BJ**. You can write to us at this address or visit **by appointment only**.
- b. Our phone number is (+44) **(0)330 088 8495**. We can also be contacted via our website <https://ltckent.co.uk> or by email: info@ltckent.co.uk
- c. Our company registration number is 09528027 and our VAT number is 285 0869 66.
- d. If **we need to contact you**, we will do so through the home or work email address or phone number you provided to us on enrolment or have notified us of (and have received our confirmation of receipt) since enrolment.
- e. If your personal details change during the course of your enrolment, please contact us with relevant evidence within five working days.

3. e-Learning Platform Account

- a. Your Learner account (“Account”) is the area on our e-Learning platform that is accessible via a password and contains personal information about you and your learning journey. You are liable for preserving the security of your Account in that you must not share your password with any other individual, group or organisation, even if they have sponsored your Course in part or in full. LTC is not liable or responsible for any acts of the Learner whilst on their e-Learning platform.
- b. To register on the e-Learning platform, a valid single email address and name must be provided by you at enrolment. This email address will be used as the only communication address from LTC.
- c. Each Account is private and non-transferable. Your rights and obligations to LTC are also non-transferable. You are fully liable for all activities that occur under this account and any other actions taken in association with this account. You must immediately notify LTC regarding any unauthorised use of your account or any other breaches of security. LTC will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. To limit fraud and abuse, you are restricted to one active account.

In particular:

- i. The material provided on the e-Learning platform is the property of LTC and will remain so throughout and after Learner enrolment/course completion.
- ii. This training material has been created, prepared, maintained, updated and distributed by LTC. Exceptions to this include NALP and CLC manuals, although this list may not be exhaustive.
- iii. The use of the training material on our modules is restricted to you as the enrolled Learner who has been supplied with the login details by LTC.
- iv. You must not copy, share, modify, transmit, distribute, or in any way, exploit the copyrighted materials provided by LTC other than for your own individual training. Use for any other purpose is expressly prohibited by the Terms and any violators face disciplinary action.
- v. You must not permit anyone else to copy, use, modify, transmit, distribute, or in any way, exploit the copyrighted materials.
- vi. You are prohibited from sharing, reproducing, copying, selling, making available, distributing, transmitting, publishing, broadcasting, licencing or otherwise circulating the learning materials provided (in whole or in part) and must only use such materials for personal reference and study on the Course on which you are enrolled.
- vii. Course material and/or your Course access login must not be shared with or transferred to any other person or organisation. If your employer has sponsored your Course, this does not entitle them to access the Course or Course material at any time, including in the event you cease to be permanently or temporarily employed by them for any reason, or to transfer it to any other person or organisation.
- viii. The materials made available by LTC are provided "as is" without warranties of any kind, either expressed, or implied, including, but not limited to, all implied

warranties of merchantability, fitness for any other use than the intended studying purposes, title or non-infringement.

- ix. LTC (or other providers of course material) may make improvements, or changes, to this material at any time without prior notification.

3.1 e-Learning materials

- a. The purpose of the e-Learning platform is to provide access to LTC's e-Learning resources and study materials.
- b. Relevant content on the e-Learning platform is accessible by all enrolled Learners, although certain features, services and materials may require additional registration. You will be enrolled by LTC's Support team once payment of the full or initial invoice has been made, and, where required, Direct Debit payments continue to be made on the agreed date.
- c. When you enrol with LTC for the first time, you will need to change the initial password by clicking on a link that will be sent to you via email.
- d. As an active Learner, you can:
 - ▶ Download and print learning resources/e-books
 - ▶ Watch video lectures and podcasts
 - ▶ Submit assignments and receive feedback
 - ▶ See LTC's latest news.

4. The Contract

- a. These Terms constitute the entire Agreement between you and LTC.
- b. If any part of this Agreement is found to be void or unenforceable, that section will be interpreted to reflect LTC's original intention, and the remaining Terms will remain in full effect.
- c. Any breach of conditions within these Terms will not, under any circumstances, be regarded as being a waiver of those or of any other conditions contained within these Terms, however caused.
- d. These Terms will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

4.1 The enrolment and acceptance process

- a. You may enrol on a Course by contacting us for an enrolment form or by downloading it from our website, correctly completing and signing it and then submitting it by email to info@ltckent.co.uk, or by post.
- b. When you submit your enrolment form to LTC, you agree to be bound by all of our Terms.
- c. Enrolment will be deemed complete **only** when:
 - i. we have received your correctly and fully completed and signed enrolment form with your agreement to waive your 14-day Cancellation Period confirmed by ticking the relevant box on the form (see section 6.2.1 *The Cancellation Period: 14-day right to cancel*) **or**
 - ii. the 14-day Cancellation Period has passed, **and**
 - iii. we have sent you a valid invoice, **and**
 - iv. LTC has received payment of that invoice in full, **and**
 - v. **if you are paying by instalments**, you have set up a Direct Debit via the secure link in the email sent out to you by LTC.
- d. The Direct Debit must be kept in place and payments made on time for your course access to continue.
- e. If payment has not been made within 30 days of our receipt of your enrolment form, you will need to complete a new form.
- f. In accepting the offer of a place to study with LTC, you are confirming that the information you have provided, or information that has been provided on your behalf, is accurate to the best of your knowledge. LTC reserves the right to withdraw an offer of a place to study or terminate your enrolment if false or misleading information has been provided.

- g. If you inform us that your employer is paying your course fee, your enrolment will only be accepted if your employer has provided the required authorisation to us and, in the case of instalments, agreed to make all payments as and when requested regardless of your employment status with them. We will invoice your employer directly but provide you with a copy of the invoice(s) for your records.
- h. We strongly recommend that you and your employer put in place a sponsorship agreement setting out what will happen should you stop studying whilst in their employ or you stop working for them. LTC views these as matters between the employer and employee and as such has no involvement or responsibility in the relationship or other financial arrangements between the employer and the employee.
- i. Our acceptance of your enrolment will take place when we have sent you a confirmation of enrolment email, at which point a contract will come into existence between you and us.
- j. If we are **unable to accept your enrolment**, for example where you have provided incomplete or inaccurate information, we will inform you of this.

4.1.1 Exemptions for previous studies

- a. Where relevant, exemptions for previous studies are dependent upon the provision of accurate and relevant transcripts being provided to LTC. Exemptions from particular units must be agreed by the appropriate authority and LTC's Academic Board prior to completion of enrolment.
- b. Where relevant, exemptions for previous studies are dependent upon the provision of accurate and relevant transcripts being provided to LTC. Exemptions from particular units are at the discretion of LTC's Academic Board, taking into account guidance and rules set by the respective awarding body. Exemptions must be agreed by the LTC Academic Board prior to completion of enrolment. We recognise that this may not always be possible due to delays in receiving official transcripts or other factors. In such cases please contact us to discuss how we may assess your possible exemptions in the interim.

4.1.2 Your behaviour

- a. LTC is committed to promoting a supportive environment for all staff and students and expects reasonable standards of behaviour, honesty and integrity. Should you display behaviour(s) that are not in accordance with our **Equality and Diversity Policy** and/or our **Learner Standard of Conduct Policy** (see section 8.8 *LTC's Terms and Policies*) we reserve the right to terminate your enrolment with or without a disciplinary hearing.

4.2 Your right to make changes

- a. If you wish to make a change to the Course you have applied for, please contact us and we will let you know if the change is possible. If you have already accessed your original

Course, either the digital content or any printed materials, it is unlikely that we will agree to a change.

- b. If it is possible, we will advise you about any changes to the price of the Course, any applicable administrative fee, and anything else that would be necessary as a result of your requested change. We will then ask you to confirm whether you wish to go ahead with the change.

4.3 Our right to make changes

- a. We may from time to time make modifications, enhancements or issue clarifications (for example, to clarify ambiguous regulatory drafting) to digital content, audio visual material, interactive or written material, and our systems requirements. See section 5.1 *Course access* for exceptions to providing updated material.
- b. Access to such changes will be free of charge to the extent that such changes relate to the Course purchased by you at the applicable time, during the period for which the digital content is available for your Course.
- c. We may also change our Terms from time to time. The changes will not be retrospective, and the most current version of the Terms will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you in advance of making effective changes to these Terms when that change impacts the rights or obligations of any party to these Terms. Notification will be via a service notification, an announcement or an email to the address associated with your account.
- d. By continuing to access your e-Learning Account or use the Services after those revisions become effective, you agree to be bound by the revised Terms.
- e. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of the Terms will remain in full force and effect. Failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

4.3.1 Minor changes to the Course(s) and Terms

- a. We may change the Course(s) and these Terms:
 - i. To reflect changes in relevant laws and regulatory requirements.
 - ii. To implement minor technical adjustments and improvements, which will not affect the delivery of a Course.
 - iii. To ensure consistency with UK professional education sector practice and guidance.
 - iv. To accommodate minor or temporary changes to dates and locations, which do not impact on the overall provision of the Course.

4.3.2 More significant changes to the Course(s) and these Terms

- a. In addition, we may make the following changes to the Course(s) and these Terms:
 - i. To increase Course fees to proportionately reflect the costs associated with providing the Course and associated materials.
 - ii. To correct errors.
 - iii. By adding or removing optional modules.
 - iv. If a third party—a government body, an awarding body or professional institute that governs a Course, for example—imposes the change on us. This may include a policy or procedure amendment, a change to the syllabus or method of assessment.

5. Providing access to your Course

5.1 Course access

- a. LTC strives to provide uninterrupted e–Learning content to all Learners who are entitled to access their Course material. However, from time to time, Learners may be unable to access their Course due to conditions beyond LTC’s control. Such conditions include, but are not limited to force majeure, acts of God, power outages, or the acts of computer hackers and others acting outside the law.
- b. Access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular system maintenance, system upgrades or other related reasons. In response to any unavailability of the Course materials to its Learners, LTC will take all available reasonable steps to ensure access is restored within a realistic period.
- c. LTC endeavours to provide the highest quality content to its Learners. To that end, LTC reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of any Course in whole or in part, including, without limitation, the content, availability, and access to its Courses. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on LTC’s website or by notification via an announcement or to the email address you provided to us.
- d. For the avoidance of doubt, the purchase of a current Course does not entitle you to access to future revised Course materials.
- e. You will have a fixed period of access to your Account on the e–Learning platform from your Start Date. The access period is clearly set out in the fees table on our website and on your enrolment form. We will advise you in your welcome email when your course access ends and will endeavour to send you an email notifying you when you have three months’ access remaining.
- f. At this point, you may apply to have your access extended by LTC’s Academic Board if you have experienced extenuating circumstances during your period of study. You will be asked to provide documentary evidence of those extenuating circumstances in line with our **Course Extension and Deferral Policy** located in the learner resources area of your course. Course extension application forms are available on the e–Learning platform and can also be provided upon request to info@ltkent.co.uk.
- g. LTC reserves the right to refuse access to any Learner after the initial access period is expired at its sole discretion.
- h. You are solely responsible for ensuring that you have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the e–Learning platform, including taking online exams if relevant. See section 8.7 *Technology*.
- i. It is your responsibility to test and maintain your own IT equipment for any compatibility issues prior to signing the enrolment form.

- j. LTC will make reasonable efforts to provide technical support during our normal business hours (Monday to Friday, 9:00am—5:00pm excluding statutory holidays). Such support will be limited to those things within our control and will therefore exclude hardware or telecommunications problems.
- k. The Start Date of access is deemed to be the date that we process your full or initial payment **and**, if relevant, we receive notification that a Direct Debit has been set up for the payment of instalments, **and** you have waived or passed the 14-day Cancellation Period (see section 6.2.1 *The Cancellation Period: 14-day right to cancel*).
- l. LTC will make reasonable attempts to warn you when your access period has ended. After this, LTC can no longer guarantee access to the Course, that you can sit exams or that certification will be possible.

5.2 Reasons we may suspend provision of a Course

- a. You will be notified if we have to temporarily suspend your Course access:
 - ▶ to deal with technical problems or make technical changes
 - ▶ to make changes to a Course.
- b. We will suspend provision of your Course access if you do not pay when asked to do so. If payment of an instalment invoice fails, you will be notified by email, and your Course access will be suspended until all payments are brought up to date. You will also be charged a Direct Debit failure fee of £25.00.
- c. If you (or your employer) cancel the Direct Debit mandate whilst payments are still outstanding, we will send you an email notification and also suspend your Course access.
- d. Access will be temporarily or permanently denied, with no refund made of any fees paid to date, to any Learner who is not compliant with these Terms, or who is found to be in breach of LTC's and/or the relevant awarding body's student and/or exam policies, rules and regulations. This includes but is not limited to non-payment of fees when due, cheating, bringing the name of LTC or the awarding body into disrepute, by being physically or verbally aggressive, threatening, abusive and/or disrespectful to any member of LTC staff, contravention of these Terms and/or any policy listed in section 12 *LTC's Terms and Policies*, or any activity that results in temporary or permanent Course disqualification following a disciplinary hearing.
- e. Course access will be removed if you finish (including passing any exam) your Course earlier than the end of the access period provided.

5.3 Enrolling on your Course

- a. By submitting an enrolment form as set out in section 4.1 you are formally accepting these Terms.

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- b. You are agreeing to use the e–Learning platform learning material for your own personal learning only and that the Course material is not intended to be used in a professional advisory capacity.
 - c. Your Course access will be provided within two working days after:
 - i. we have received your correctly and fully completed and signed enrolment form with your agreement to waive your 14–day Cancellation Period confirmed by ticking the relevant box on the form (see section 6.2.1 *The Cancellation Period: 14–day right to cancel*) **or**
 - ii. the 14–day Cancellation Period has passed, **and**
 - iii. we have received payment of your first invoice; **and**
 - iv. we have received confirmation that your Direct Debit mandate has been set up if you are paying through an instalment plan.
 - d. If your Course includes printed material as part of the fee, we will request for this to be sent out within 10 working days after the Start Date.
 - e. LTC is not responsible for delays outside our control. If provision of the Courses, printed material or material provided by a third party is delayed by an event outside our control, we will contact you as soon as possible to let you know and take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event. If there is a substantial delay of the online Course material expected, you may write to us to end the contract and receive a refund of the payment made.
 - f. It is your responsibility to register and/or become a member of the relevant professional body for your Course.

5.4 Ownership and intellectual property

- a. All intellectual property rights (including copyright) in a Course and other learning materials belong to LTC.

5.4.1 Copyright Infringement

- a. As LTC requests that others recognise its intellectual property rights, it shall recognise the intellectual property rights of others. If material located on or linked to by LTC appears to violate copyright, you should notify LTC as soon as possible.
- b. LTC will respond to valid notifications by removing the infringing material or disabling all links to the offending material.
- c. LTC will terminate access to and use of the e–Learning platform (subject to a disciplinary investigation) if any Learner is determined to be a repeat infringer of the copyrights or other intellectual property rights of LTC or others.

5.4.2 Intellectual Property

- a. Any LTC or third-party intellectual property and all rights will remain (as between the parties) solely with LTC.
- b. LTC, its associated logo and all other trademarks, service marks, graphics and logos used in association with LTC's website are trademarks of LTC or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties.
- c. Your use of the website does not grant you rights or permission to reproduce or otherwise use any e-Learning or third-party trademarks.

6. Your rights to end the contract

- a. You have a right to end the contract at any time but the timing and circumstances will underpin whether you are due a refund or must continue to pay outstanding charges.
- b. All chargeable content supplied by LTC is classified as downloaded digital services and under the [Consumer Rights Act 2015](#) you have a legal right to end the contract only if we have done something wrong or if you change your mind within the 14-day Cancellation Period (see section 6.2.1) **and** did not request immediate access to your online Course material at the time of enrolment. Your rights when you end the contract will depend on how we are performing and when you decide to end the contract.
- c. If you want to end the contract because of something we have done or have told you we are going to do, see section 6.1.
- d. If you have changed your mind about your Course, you will be entitled to a refund if you cancel within the 14-day cancellation period **and** did not request immediate access to your online Course material at the time of enrolment (see section 6.2).
- e. In all other cases (if we are not at fault and the Cancellation Period has ended), see section 6.3.

6.1 Ending the contract because of something we have done or are going to do

- a. If you are ending a contract for a reason set out at (i) to (iv) below the contract will end immediately and we will refund you in full for any part of the Course which has not been provided and you may also be entitled to compensation. The reasons are:
 - i. We have told you about a significant upcoming change to the Course or these Terms which you do not agree to.
 - ii. We have told you about an error in the price or description of the Course you have enrolled in and you do not wish to proceed;
 - iii. There is a risk that the Course may be significantly delayed because of events outside our control;
 - iv. We have suspended provision of the Course for technical reasons, or notify you we are going to suspend it for technical reasons, in each case for a period of more than 30 days. Technical issues do not include suspension for failed Direct Debit payments or non-payment of fees.

6.2 Changing your mind

- a. If we have provided access to your online Course material (digital content) to you immediately after receiving your payment, and you agreed to this when you applied, you will not have the right to change your mind.
- b. If you **did not** agree to your online Course material (digital content) being delivered to you immediately and change your mind within 14 days of making payment in accordance with section 8.2, you can end the Contract by notifying us of your decision via the

contact details provided in section 2.1. Notification must be writing (email or letter) but must be **received** by LTC within the 14–day Cancellation Period (see section 6.2.1).

- c. If you **did** agree to your online Course material (digital content) being delivered to you immediately but change your mind within 14 days about digital content that we have already provided you with access to and you have opened your Course access link (even if you tell us that you have not accessed the content), the 14–day Cancellation Period does not apply and you will not be entitled to a refund or to end the contract.
- d. If you change your mind about the Course you are enrolled in **after** the 14–day Cancellation Period and wish to switch to a different Course or withdraw completely, you must notify LTC via the *Course or Unit Change* form or the *Course Suspension and Withdrawal* form, which will be made available upon request from info@lctkent.co.uk. You have no legal right to switch or withdraw once the 14–day Cancellation Period (see section 6.2.1) has passed and Course access has been provided.
- e. In order to be considered for a Course change, the following must apply:
 - i. You must not have checked, seen, downloaded, printed or have been sent the Course materials. LTC will follow a check procedure before considering a Course change request.
 - ii. You must not have shared your login details with anyone.
 - iii. You agree to pay an administration fee of £100 to make the switch.

6.2.1 The Cancellation Period: 14–day right to cancel

- a. You have a 14–day Cancellation Period after enrolment is complete (you have paid in full or paid your initial invoice and set up a Direct Debit mandate from the secure link supplied by LTC) in which to change your mind and cancel the contract. However, this right to cancel does **not** apply if you have expressly waived your right to cancel when enrolling **or** you have accessed the online Course content.
- b. You can give us express permission to waive your 14–day right to cancel before you are given access to your online Course by ticking the box indicated on the enrolment form.

6.2.2 When you do not have the right to change your mind

- a. You do **not** have the right to change your mind:
 - i. After you expressly waive your 14–day right to cancel by requesting immediate access to your online Course material at the time of enrolment, and are then provided with online Course access.
 - ii. From the point at which you click on the Course access link that is emailed out to you after you have enrolled even if you tell us that you have not accessed the content.
 - iii. When you have opened any Course manual that has been sent to you by LTC.
 - iv. When you have started or completed the Course you are enrolled in but have not finished paying your Course fees.

- v. When you do not complete the Course or submit necessary work/assessments or use any or all of the materials provided by LTC.
- vi. After your Course access expires.

6.3 Ending the contract where we are not at fault and there is no right to change your mind

- a. Even if we are not at fault and you do not have a right to change your mind (see section 6.2.2), you can end the contract before your Course access expires but you will still be liable for any outstanding fees.

6.4 Our right to end the contract

- a. We may end the contract for a Course at any time by writing to you if you:
 - i. Do not make a payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due.
 - ii. Have not complied with our policies referred to in section 12 *LTC's Terms and Policies*, those of any relevant professional body or institute, or you are found guilty of inappropriate conduct, wasting your tutor's time by not following their professional guidance, not adhering to published deadlines, or are acting in a way that detrimentally affects the learning of others.
 - iii. A disciplinary hearing has determined you are guilty of misconduct resulting in termination of the contract.
- b. If we end the contract in the situations set out in section 6.4 a on or after the Start Date you will not be entitled to any refund. If we end the contract in advance of the Start Date, we will refund any money you have paid in advance for a Course, but we may deduct from that refund as reasonable compensation for the net costs we will incur as a result of ending your contract.

7. If there is a problem with the Course

- a. If you have any questions or complaints about the Course, please contact us as soon as possible. You can telephone our Administration Team on +44 (0) 330 088 8495 or write to us at info@ltckent.co.uk or Law Training Centre (Kent) Limited, Crown House, John Roberts Business Park, Pean Hill, Nr Canterbury, Kent CT5 3BJ, UK.
- b. Information about complaints is found at section *8.9 Complaints*. If you wish to make a formal complaint, please do so following our **Complaints Policy and Procedures**.

8. Fees and payment

- a. Our latest Course fees (excluding VAT) are advertised on our website and are also listed on the enrolment form. We take all reasonable care to ensure that the price of the Course advised to you is correct but please see clause 8.1a for what happens if we discover an error in the price of the Course.
- b. Unless otherwise stated, the Course fees do not include any additional fees. Depending on the professional body your accreditation is linked to, however, you may need to pay for additional books or other material, registration fees and exam fees, and to re-enrol in a Course unit at the prevailing fee rate if you fail an exam twice and wish to sit it a third time. If you are residing outside of the UK, a charge of £50 will be applied to your invoice if you would like Course manuals (where available) posted to you. They are available to you as downloadable PDFs.
- c. We do not charge VAT to individuals but if you are sponsored by your employer, VAT will be added to our advertised fees. If the rate of VAT changes between your enrolment date and your Course start date, we will adjust the rate of VAT that your employer will pay unless they have already paid for the Course in full before the change in the rate of VAT takes effect.
- d. Computer equipment (see section 8.7 *Technology*) and internet access costs are **not** included in your Course fees.

8.1 What happens if we have published incorrect fees

- a. It is always possible that, despite our best efforts, a Course may be incorrectly priced. We will normally check prices before accepting your enrolment so that, when the Course's correct fees at your enrolment date is less than our stated price at your enrolment date, we will charge the lower amount.
- b. If the Course's correct price at your enrolment date is higher than the fees stated, we will contact you for your instructions before we process your enrolment form.

8.2 When you must pay and how you must pay

- a. We accept payment by card or bank transfer. Payment details for both can be found on the front of your invoice. We cannot take payment over the phone.
- b. When you must pay depends on what payment option you selected on your enrolment form.
- c. If you are paying your own fees, we will provide you with access to the e-Learning platform once you have paid your invoice, or, if you are paying by instalments, have paid your first invoice **and** set up your Direct Debit mandate using the secure link that we email to you. You must also expressly waive your right to the 14-day Cancellation Period if you want access within that time.

- d. If you are a sponsored learner and your employer is paying your fees, we will require your employer to sign up to the Terms and Conditions on the enrolment form. This includes agreeing to continue paying all of your fees as and when each invoice is sent out regardless of whether you remain in their employ and/or whether you continue or stop your studies. Your enrolment is complete once your invoice has been paid in full, or, if your sponsor is paying by instalments, they have paid the first invoice **and** set up a Direct Debit mandate using the secure link that we email to them.
- e. You (and your employer if you are sponsored) will receive a copy of all invoices.

8.3 Paying by Instalments

- a. When offered as a Course fee option, you can choose to pay by one of the interest-free instalment plans offered by setting up a Direct Debit mandate through the secure link that LTC will email to you. The amount and timing of payments is non-negotiable. Instalment plans are available on selected advertised Courses if:
 - i. You are a UK resident with a UK bank account; or
 - ii. You are a non-UK resident with a UK bank account; **and**
 - iii. You have not had an instalment payment plan with LTC previously where you or your bank stopped payments without LTC's agreement; **and**
 - iv. You have paid the initial invoice sent to you by bank transfer or card; **and**
 - v. You agree to keep the Direct Debit in place until all of your Course fees have been paid to LTC; **and**
 - vi. You agree to **all** Terms set out by LTC at the time of your enrolment.
- b. Instalment payments will not be available to:
 - i. Any individual or organisation that does not have a UK bank account that allows Direct Debit payments to be taken.
 - ii. Any individual or organisation that has previously stopped instalment payments without prior written agreement with LTC.
 - iii. Any individual or organisation that has previously defaulted on fee payments to LTC.
 - iv. Certain Courses determined by LTC.
- c. When paying by instalments, it is your responsibility to check that:
 - i. There are sufficient funds in your account to pay the fee amount due one month after receiving your initial invoice and monthly thereafter until all fees have been paid in full.
 - ii. Fees have correctly been taken out of your account within five working days of the instalment invoice date.
- d. You must notify LTC immediately if you want to change the bank account to which the Direct Debit is linked, or if there are issues with your bank account beyond your control.

- e. You must notify LTC immediately if you encounter unexpected financial problems and need to request a Payment Break of up to three calendar months. Please be aware that no more than one Payment Break will be approved in any enrolment period.

8.3.1 Failure to pay: Administration fees, interest charges, debt recovery compensation and action if you or your sponsor pay late

- a. We will charge an administration fee of **£25** for failed Direct Debit payments.
- b. If you or your sponsor do not make a payment to us by the due date, we **may** exercise our statutory right to claim interest at **8%** over the Bank of England base rate and claim compensation for debt recovery costs under the Late Payment legislation. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest, compensation and any overdue amount.
- c. We will exercise our right to either end the contract (see section 6.4) or immediately suspend Course access until all applicable Course fees, administrative fees, interest charges and debt recovery costs are paid.
- d. Assessment and exam results will not be submitted to the Awarding Body until all Course fees are paid.
- e. You will not be allowed to enrol on another LTC Course until fees for any current Course are paid in full or fee payments are up to date
- f. You may be excluded from enrolling or participating in any initiatives run by LTC directly or in conjunction with its partner organisations.

8.3.2 Refunds

- a. Once purchased and the 14-day Cancellation Period (see section 6.2.1) has passed or been waived, you will be given access to your online Course materials within two working days. No refunds will be given after that point even if you do not start or complete the Course or submit the necessary work, assessments or exams. See section 6, *Your rights to end the contract*.
- b. If you are still within the 14-day Cancellation Period and want a refund, we will refund the amount you paid by the same method you used to pay us.
- c. If you paid by bank transfer, you will need to provide photographic evidence of your bank details to us in writing. These will be verified by phone by a member of our Accounts team. The refund will be made within 10 working days of verification.

8.4 What to do if you think an invoice is wrong

- a. If you think an invoice is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

9. Our responsibility for loss or damage suffered by you

- a. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the enrolment process.
- b. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us. It is your responsibility to use virus checking software.
- c. We are not liable for business losses. We only supply the Courses for private use. If you use the Courses for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10. How we may use your personal information

- a. We will use the personal information you provide to us:
 - i. To supply the requested Course to you;
 - ii. To process your payment for a Course; and
 - iii. If you agreed to this during the enrolment process, to inform you about similar Courses that we provide, but you may stop receiving these at any time by contacting us.

- b. We may share your personal information:
 - i. If you are a sponsored student, we will share the data provided in your enrolment form with your employer or any other party responsible for paying your fees.
 - ii. With any one of SQA, CLC, CILEx, CMI, Propertymark, NALP or any other relevant professional body for your Course.
 - iii. With a third party in connection with a change in or corporate structure such as, but not limited to, merger, consolidation, sale, liquidation, or transfer of substantial assets.
 - iv. With a third party as anonymised data for reporting purposes, such as the QAA, OfS, HESA or other relevant body.
 - v. We may disclose personal information, as permitted or required by law, to:
 - respond to inquiries or requests from governmental or public authorities;
 - respond to appropriate inquiries from accountants or auditors;
 - protect our rights, privacy, safety or property;
 - permit us to pursue available remedies or limit damages that we may sustain; and
 - enforce our agreements, including without limitation, to our enrolment Terms.

11. Technology

- a. To participate in one of our Courses, you will need access to the following essential items:
 - i. A computer/laptop/Google Chromebook/MacBook.
 - ii. Operating System: Windows 7+ / macOS 10.11+ / Chrome 58+.
 - iii. At least 2GB of RAM.
 - iv. Keyboard and mouse or another pointing device.
 - v. A stable broadband internet connection with 10 Mbps average speed. A wired connection—using an Ethernet cable—is better than a WiFi connection for maintaining internet stability.
 - vi. Processor: 2GHz Intel Pentium / Intel / ARM.
 - vii. Free disk space: 1GB.
- b. To sit online proctored exams, you will need access to all of the above, **plus**:
 - i. A suitable webcam which can rotate or can be picked up and turned to show a 360-degree view of your examination area. You will need to do a room scan and show your exam material prior to the start of the exam.
 - ii. A working microphone.
 - iii. The latest version of the Chrome browser.
 - iv. Google Chrome extension (details will be provided when booking your exam).
 - v. A Google account in order to book your exam.
- c. It is your responsibility to check that your computer, laptop or any other mobile device (such as a tablet) you plan to use to access your e-Learning Account is compatible with the requirements listed above.
- d. Course equipment and internet access costs are not included in your Course fees: they are your responsibility.

12. LTC's Terms and Policies

- a. You must comply at all times with the following:
 - i. These Terms;
 - ii. The Terms and Conditions set out on the enrolment form you signed;
 - iii. The Learner Standard of Conduct Policy;
 - iv. The Equality and Diversity Policy;
 - v. The Complaints and Feedback Policy and Procedures.

The above policies are available upon request.

13. Complaints

- a. If LTC is unable to resolve any complaint informally, you can escalate your complaint formally, in writing, to our Quality Assurance Officer, email: info@ltckent.co.uk or by post to: Law Training Centre (Kent) Ltd, Crown House, John Roberts Business Park, Pean Hill, Nr Canterbury, Kent, CT5 3BJ.
- b. LTC's **Complaints and Feedback Policy and Procedures** sets out the complaints process.