



The learndirect (T/A The Training Room) Core Terms and Conditions



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Defined Terms

Within these terms and conditions, the following words will, unless otherwise indicated, have the following meanings:

“Commencement” & “Course Commences” means the point at which you are enrolled on your course, this will be the earlier of us providing you a course welcome email with login details or beginning the supply of our related services including but not limited to tutor and student support.

“Working Day” means a day (excluding Saturdays) on which banks are generally open in London for the transaction of normal banking business.

“Acceptance” means that on purchase of a Course you automatically accept these terms and conditions unless you advise us of your wish to cancel in line with your cancellation rights.

“Training Course” and **“Course”** means the Training Course and related services provided by us and chosen by you. The Course specification you will receive is defined on our website at the point of Commencement.

“Training Period” means the period during which we will provide you access to the Training Course and the associated learning materials, tutor support, and online learning platform. Unless otherwise stated the Training Period begins at Commencement.

“Training Materials” means all electronic and/or physical materials provided to you by us as part of the Course.

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and unincorporated, associations, partnerships, and individuals.

1. Your acceptance of these Terms and Conditions creates a legally binding agreement between learndirect limited (Trading as The Training Room) whose registered office is Wilson House, 2 Lorne Park Road, Bournemouth, Dorset, BH1 1JN, and company number is 06779528, (“learndirect”, “The Training Room”, “we” or “us) and you in relation to the provision by us to you of a Training Course and related services.
2. learndirect is an appointed representative of Premium Credit Limited which is authorised and regulated by the Financial Conduct Authority. Firm Reference number 925717.



Communications

3. Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing.
4. You agree that we may deliver documents to you via electronic means, and you warrant that the email addresses you have provided to us are correct. You may email documents to us at:
customerservices@learndirect.com
5. Communication regarding any element of these terms must be via our customer services team.

To Contact our customer services team:

Email: customerservices@learndirect.com

We are available by phone:

- 9am to 5pm from Monday to Saturday
- 10am to 5pm on Sunday

Call us on 01202 006 464

You can also write to us at our registered address:

**Wilson House,
2 Lorne Park Road,
Bournemouth, Dorset,
BH1 1JN**

6. If your email or postal address changes you are required to notify us by contacting our customer service team.
7. A document transmitted via:
 - a. post will be deemed as having been delivered on the third day following the day on which it is posted; and
 - b. a successful email will be deemed as having been delivered from us on the working day immediately following the day on which it is transmitted. We cannot guarantee the timely receipt of emails you send us.

The Services

8. In consideration of the Course fees, we agree to provide the Training



Course and associated services for the Training Period. Upon successful completion of the Training Course and if you meet the required standards set out by the relevant awarding body, you will receive certificates of qualification.

9. We reserve the right to refuse enrolment on any of the courses we offer.
10. The Training Course must be concluded within the Training Period outlined below:
 - All Courses – 24 months
11. A request for access to any element of the Course, including but not limited to online learning platform access, tutor support, or examination re-sits which falls outside of the Training Period will be provided at our discretion only and may result in additional costs to yourself.
12. In addition to the Training Course, you will receive access to our student support service during your Training Period.
13. If you fail to meet the required standards set out by us or the awarding organisation, you will be required to re-sit examinations or re-submit assessments. Unless otherwise stated this may result in additional costs to yourself which will be confirmed to you prior to you undertaking an examination re-sit. The number of examinations or assessment retries may be limited according to industry or awarding organisation standards.
14. Refunds are not available for any element of the Training Course – including, but not limited to, tuition, learning materials, examinations, vouchers – which is not utilised within the Training Period.
15. If for any reason you would like to transfer to a different Course offered by us, you can make a request by contacting our customer service team. We retain the sole discretion whether you may transfer to another Course.
16. If we agree to a course transfer, the total fees owed on the original course will be due even if the new course is of a lower value. Transferring to a different Course may incur an additional cost to yourself.
17. In the event you cannot complete your course within the Training Period due to a substantiated illness or circumstance you may apply for an extension. To qualify for an extension, you must:
 - a. have notified us as soon as is reasonably possible.
 - b. provide medical evidence in order for us to make fair considerations.



- c. progressed your course in a manner which, prior to your illness or circumstance, displays an intention to complete the Course within the Training Period.

We will assess each application on individual circumstances and, at our reasonable discretion, may offer an extension to the Training Period or an alternative method of support.

Extensions due to illness or personal circumstance are not guaranteed and may be offered with an additional cost to yourself.

- 18. We are unable to consider refunds if a pre-existing health condition prevents you from completing the Course in part or whole.
- 19. We design our courses to meet the needs of employers and universities respectively, but we can make no guarantee in respect of an individual employer or university recognising a given Course or qualification.
- 20. Qualifications which are certified on the Regulated Qualifications Framework (RQF) may not be recognised in Scotland the same way as in England, Wales, and Northern Ireland. It is your responsibility to ensure you choose a qualification which meets your needs.
- 21. Due to our own and our awarding organisation's quality assurance process, we cannot guarantee when your certificates will be received after you have passed your Course. We will use our best efforts to ensure you receive your certificates in a timely manner. You may request a letter of completion to prove your learning outcomes.

Practical Training

- 22. All outstanding Course fees must be paid in full at least one month before your practical training is due to start.
- 23. Any physical materials offered free with the course, for example the Free Patient Diagnosis Handbook, will be given to you on the first day of your practical training.

Course Updates

- 24. Courses with E-Learning elements will take place via an online learning platform. We reserve the right to change that platform at any time in



which case we will not incur any additional liability to you. It is your responsibility to ensure you have the required online computer access to enable you to meet the requirements of the course.

25. Whilst we make up-most efforts to ensure the accuracy of the Training Materials, we do not represent, warrant, or guarantee that the Training Materials will be completely error free. In circumstances where you discover an error or inaccuracy in the content contained in the Training Materials and/or the Learning Platform please notify us at the earliest opportunity.
26. Due to the nature and timeline of education, Training Materials and/or Practical Lessons may require updating at any time to ensure compliance with industry best practice and awarding organisation requirements. If any changes are made to your course, we will aim to inform you as soon as reasonably possible but will not incur any additional liability to you.
27. In the circumstance a unit or exam is due to be retired by us or an external vendor we will aim to inform you as soon as is reasonably possible the deadline for completion but will not incur any additional liability to you. If available, we will inform you of the option to take up an updated version of said unit or exam, which may incur a cost to yourself.

Refunds are not available for any of the circumstances listed in this section.

Appeals

28. You have a right to appeal the outcome of an exam or assessment on the grounds that you do not agree with the decision made by the Assessor/Tutor/Marker, or that the assessment procedures have not been followed correctly. If you wish to appeal, please contact our Customer Services team within five days of receiving notification of the grade or assessment.
29. The Faculty Manager will review the submission and assessment material with the Internal Verifier and Quality Manager for the final grading. Their decision is final, and you will be advised of the outcome in writing.

For a copy of the appeals policy and procedure contact our customer service team.



Cancellation

30. For our courses bought online or over the telephone, you have a legal right to change your mind about the course purchased and receive a refund.

The deadline for changing your mind

31. You may change your mind about a course and cancel your purchase of the course no later than 14 calendar days after the day we confirm we have accepted your order and enrolled you onto the course.

This is called the "Cancellation Period".

How to let us know

32. To let us know you want to change your mind; you are required to inform our customer service team directly. You can also complete the cancellation form on our website or write to our head office at the below address using the form in Appendix 1. Please retain a receipt of postage if using this option.
33. If you have ordered a Paper or hard Copy Course: You must return any course related hard copy materials in their original packaging to us within 14 days of telling us, you have changed your mind. Returns are at your own cost and risk, and the course materials must be returned in a resaleable condition. We strongly encourage you to send the course materials by recorded delivery so that you can track the return and provide proof of postage and delivery. If we do not receive the course materials at all or within a reasonable time, we will not be able to process your refund request.

For help with returns, please contact our **customer service team**.

When and how we refund you

34. We will refund you as soon as is reasonably possible and within 14 days of your cancellation request being accepted and processed. If you are sending hard copy course materials back to us, we will refund you within 14 days of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We do not charge a fee for the refund.
35. We only refund standard delivery costs. We cannot refund any extra you have paid for express delivery or for delivery at a particular time.



36. Cancellation after the Cancellation Period. Once the Cancellation Period has expired, you no longer have an automatic right to cancel the course and receive a refund. However, in the event you wish to cancel outside the cancellation period please contact our cancellation team by emailing escalations@learndirect.com. Alternatively, you can contact our customer service team.
37. Please note that we are under no obligation to accept your cancellation and offer any refund outside the cancellation period.
38. As part of the cancellation process you may be required to confirm details needed to process your refund. Should you fail to provide these details within 30 days of your request, your account will be reactivated.

Training Materials

39. Various Training Materials will be supplied to you on the Course which you may retain under a non-exclusive, non-transferable licence subject to the following provisions.
40. You acknowledge that all copyright and intellectual property rights in the Training Materials anywhere in the world belong to learndirect. The rights in the Training Materials are licensed (not sold) to you, and that you have no rights in, or to, the Training Materials other than the right to use them in accordance with these Terms and Conditions.
41. You may:
 - a. in respect of Training Materials supplied by us in physical form, receive and possess the Training Materials associated with the relevant Training Course purchased and use such Training Materials.
 - b. in respect of Training Materials made available to you by us in electronic form, download, or otherwise access, and use such Training Materials for the purposes of completing the associated course and for your subsequent revision purposes.



42. Except as expressly set out in these Terms and Conditions you undertake:
- a. not to copy the Training Materials except where such copying is necessary for the purposes of completing the Course.
 - b. not to rent, sub-license, loan or translate the Training Materials.
 - c. not to alter, or modify, the whole or any part of the Training Materials, nor permit the Training Materials or any part of them to be combined with, or become incorporated into, any other materials.
 - d. to include the copyright notice of learndirect on all entire and partial copies you may make of the Training Materials on any medium.
 - e. not to provide or otherwise make available the Training Materials in whole or in part, in any form to any person without prior written consent from learndirect.

Disclaimer of Warranties and Limitation of Liability

43. We warrant that we will carry out the service to you with a reasonable level of care and skill.
44. Nothing in these Terms and Conditions shall exclude liability for fraud, or for death or personal injury caused by negligence, or any other liability to the extent that it may not be excluded or limited by law.
45. We shall not be liable under, or in connection with, these Terms and Conditions or any collateral contract for:
- a. loss of income.
 - b. loss of business profits or contracts.
 - c. business interruption.
 - d. loss of the use of money or anticipated savings.
 - e. loss of information.
 - f. loss of opportunity, goodwill, or reputation.
 - g. loss of, damage to or corruption of data.
 - h. any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
46. Our maximum aggregate liability under or in connection with these Terms and Conditions, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to the sum paid by you to us.
47. Education by its nature changes over time. As a result, we will not incur



any liability if your Course changes or is no longer available due to any effect of:

- a. the awarding or accrediting organisations.
- b. any widespread change in the Course industry.
- c. a change in law.
- d. any material change, caused by a third party, in our ability to deliver the Course to you which could not have been reasonably foreseen by ourselves.

48. These Terms and Conditions set out the full extent of our obligations and liabilities in respect of the supply of the Course and Training Materials. There are no conditions, warranties, representations, or other terms, express or implied, that are binding on learndirect except as specifically stated.

49. learndirect, including all employees, contractors, and suppliers, are not qualified to provide you with health advice. If you require any such advice in relation to your Course, we recommend you seek the advice of a health professional. Any holistic health related information we do provide should be treated as information only and not advice or a replacement for professional health care.

Transfer of Rights

50. These Terms and Conditions are binding on you and us, and on our respective successors and assigns.

51. You may not transfer, assign, charge or otherwise dispose of these Terms and Conditions, or any of your rights or obligations arising under them, without our prior written consent.

52. We may transfer, assign, charge, sub-contract or otherwise dispose of these Terms and Conditions, or any of our rights or obligations arising under them, at any time.

Payment

53. All outstanding debts or Course fees due to us must be made in full before any Course can be considered as complete and therefore eligible for the issuing of certificates of qualification.



Defaulting or failing to repay your Course Fees

54. Defaulting on this agreement may have severe consequences and could lead to you incurring any reasonable costs which we incur (including both administration costs and debt recovery costs), because you failed to meet the terms and conditions of this agreement.
- a. If you are having trouble paying your bill or meeting your payments, you should contact us immediately on 01202 006 464 (Option1), to discuss ways we can help and the repayment options available to you.
 - b. If you don't pay on time: We may use third-party agents (for example Debt Collection Agencies, High Court Enforcement companies) to recover any debt due to us, or to discuss the need to increase your regular instalment. We may also, apply for and register a default against your/your address. Again, this could make obtaining credit in the future more difficult.
 - c. We may use a Credit Reference agency to review information held, this will help us choose the correct way in which we collect any outstanding debt from you. This can include any financial statement or assessment which has been provided by you to us.
55. We may make a legal claim against you to recover any debt owed (plus applicable costs) by court order. We can charge you interest at 8% per year above the current Bank of England base rate, this will be charged on the overdue amount owed until you pay this amount in full, including both applicable costs and interest.

Instalment Credit

56. If you have chosen to pay for the Course using instalment credit you have agreed to pay the instalments promptly on the dates specified in the agreement, irrespective of the speed at which you are studying. If you are issued with a new debit/credit card, please notify us as soon as possible so that we can update our records.
57. If you are paying by instalment credit and your card is declined or you miss a due payment for any reason, we will notify you by email and your Course account will be locked until your overdue payments have been made.



Finance through Premium Credit Limited

58. In choosing to pay for your Course using Premium Credit Limited finance you will have entered into a formal credit agreement with Premium Credit Limited, trading as SFP.
59. Under this arrangement SFP may have rights to recover from learndirect, including but not limited to, any losses relating to the provision of financial services that they incur, as a result of learners not keeping up with payments on credit agreements with SFP, relating to course fees.
60. If you, the learner has entered into such an agreement and Learndirect has to make any payments or otherwise incurs any liability in respect of these, and/or any finance plan is cancelled, terminated, or ended for any reason, you will remain fully liable for all fees to learndirect.
61. You will reimburse learndirect for any losses learndirect incurs in compensating SFP.

Complaints and Dispute Resolution

62. If you want to make a complaint about us, please contact our customer services team. We will endeavour to capture and record your complaint at the earliest opportunity. However, for us to guarantee receipt and ensure a timely response, you must communicate your complaint via the method outlined.
63. We will acknowledge receipt of your complaint within 3 working days, and we will try to resolve your complaint quickly and, where possible, within 7 working days.
64. We will keep you regularly informed of the progress of your complaint.
65. You may wish to consider contacting Citizens Advice. The Citizens Advice consumer service provides free, confidential, and impartial advice on consumer issues.

Visit www.adviceguide.org.uk or call the Citizens Advice consumer helpline on 03454 04 05 06.



Data Protection

66. We are registered as a Data Controller with the Information Commissioners Office (ICO). Registered reference: Z1636831.
67. We are committed to protecting your privacy and keeping your personal information secure. The lawful basis for most of our activity as a Data Controller will be driven by the mutual intent to create and fulfil a contract with our you, which will include a reasonable period during which there is relevant contact and marketing activity. There may be times when there is intent, but a contract is not created with you, and we may still process personal information for marketing purposes within a reasonable period.
68. We will only request and store the personal information we require to:
- provide you with our products and services, including those you may be interested in, or where we are legally obliged.
 - request and store special category personal information, including health and financial information, when you request a related service or where we are legally obliged.
 - share information with third parties as set out within our Privacy policy.
 - use personal information provided to us in accordance with our Privacy policy.
69. We will keep personal information confidential and secure, in accordance with regulatory and legal frameworks.
70. We will only share your information with third parties to:
- fulfil our contract for product and service delivery.
 - service and administer financial agreements.
 - where you have opted in to receive marketing material from our third parties.
71. Your data may also be used for other purposes for which you give your permission or when required by law.
72. You have the right to request details of any personal information we hold about you or to withdraw consent to use your personal information in full or in part. For either request contact our customer services team.
73. Our full Privacy Policy can be found:
<https://www.thetrainingroom.com/privacy-policy>. You may request a copy of the Privacy Policy on a durable medium at any time.



Force Majeure

74. learndirect will be excused from performance for any period during which, and to the extent that, it or its subcontractor(s) is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, telecommunication network failures and power failures

Entire Agreement, Validity and Governing Law

75. These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the purchase of the Course and related services and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

76. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision shall not be affected.

77. These Terms and Conditions are governed by the laws of England & Wales and the parties submit to exclusive jurisdiction of the courts of the UK.



Appendix 1.

MODEL CANCELLATION FORM FOR CONSUMERS

(Print, Complete and return this form only if you wish to withdraw from the contract)

The Training Room
Wilson House
2 Lorne Park Road
Bournemouth
BH1 1JN

Alternatively, Tel 01202 006 464 or email: customerservices@learndirect.com

I hereby give notice that I cancel my contract of sale of the following course:

Purchased course:

Ordered on:

Date received log in details:

Name of consumer:

Address of consumer:

Email address of consumer:

Signature of consumer:

Date: