

Terms of business

One Study Training Limited

Terms and Conditions of Business

1.All contracts for the provision of Public and In-house Courses by OneStudy Training Limited ("OneStudy") are deemed to incorporate these Terms and Conditions of Business which shall prevail over any other document or communication between the parties unless otherwise agreed in writing.

In the event of any inconsistency between the Terms and Conditions on our website and any other document, the website takes precedence.

2.Definitions

2.1 "In-house course" means educational courses offered by OneStudy for an individual or corporate customer at a location specified by the customer.

2.2 "Public courses" means educational training offered by OneStudy at locations specified by Onestudy. These courses include training leading to a recognised professional qualification.

2.3 "Customer" means the person, firm or corporation identified as enrolling on a course by way of a relevant written confirmation of enrolment.

2.4 "Delegate" means a person attending an In-house course.

2.5 "Course Materials" means any documentation, listings instructions and statements in either machine-readable or printed form.

3.Booking and Payment

3.1 Full payment or authorisation to invoice must accompany the enrolment form.

3.2 Authorisation to invoice is deemed to have been received when Onestudy receive the completed enrolment form.

3.3 If Authorisation to invoice employer is selected, this must be evidenced by a signature on the enrolment form.

3.4 Where OneStudy has received authorisation to invoice the following payment terms apply:

3.4.1 Full payment is due within 14 days from the date of the invoice.

3.4.2 Payment is due immediately if booking is made less than 14 days before the course start date.

3.4.3 If OneStudy fails to receive full payment of the invoice by the course start date the student may be refused entry to the course.

3.5 OneStudy reserve the right to recover any reasonable debt collection costs in connection with obtaining full payment for the course.

3.6 OneStudy reserves the right to charge interest on late payments at 2.5% over Bank of England base rate.

3.7 Prices are inclusive of tuition, course materials, and the reasonable use of materials, publications and machines (where applicable) by the Customer or Delegate for the period of the Course. The price does not include examination fees, lunch, any travel, accommodation or living expenses which the Customer or Delegate may incur in attending the course.

4. Rights of Cancellation, Transfer and Postponement

4.1 Cancellation by OneStudy

OneStudy reserves the right to cancel or change a Public or In-house Course and undertakes to provide reasonable notice of the cancellation or change except in an emergency. The Customer will be entitled to a refund of any fee paid to OneStudy in the event of a cancellation but shall not otherwise be entitled to compensation or costs or damages arising from such a cancellation.

4.2 Postponement by OneStudy

Should it become necessary for OneStudy to postpone all or any part of a course, for any reason whatsoever then an alternative date will be offered. OneStudy will not be liable for any costs incurred by the Customer or Delegate for such actions.

4.3 Cancellation by the Customer

Customers may cancel an In-house or Public course. The clauses below shall apply:

4.3.1 If you cancel your Public course booking the following will apply:

4.3.1.1 More than 14 days prior to start date = £100 cancellation fee and £50 to cover course pack if sent out

4.3.1.2 14-7 days prior to start date = 50% of total Course Fee

4.3.1.3 Less than 7 days prior to start date = 100% of total Course Fee

4.3.2 If you cancel your In-house course booking the following will apply:

4.3.2.1 More than 28 days prior to start date = No charge

4.3.2.2 28-14 days prior to start date = 50% of total Course Fee

4.3.2.3 Less than 14 days prior to start date = 100% of total Course Fee

4.4 Pre Course Packs already dispatched will be charged for.

4.5 Customer Rights of Transfer

Subject to availability, and provided full payment has been received, and Onestudy is informed at least 14 days prior to the course date, it may be possible to transfer to an alternative course date for which a course transfer fee of £50 will be charged.

5 Intellectual Property

5.1 Copyright and all intellectual property rights for all Course Materials shall remain the property of OneStudy or the training supplier to OneStudy responsible for developing that course.

5.2 The Customer agrees not to reproduce, sell, hire or copy Course Materials (in whole or in part) and not to use such materials except for the purposes of post course reference.

5.3 The Customer warrants that they shall only use Course Materials for their own educational purposes and shall not, without OneStudy's prior written consent, copy, make available, retransmit, reproduce, sell disseminate, licence, distribute, publish, broadcast or otherwise circulate Course Materials (or any part of them) to any person other than in accordance with these Terms and Conditions. The Customer shall fully indemnify OneStudy in respect of any infringement of intellectual property rights arising as a result of their use of Course Materials in breach of these Terms and Conditions.

6. Force Majeure

6.1 OneStudy shall not be in breach of these Terms and Conditions if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

7. OnePass scheme

7.1 This scheme enables students who have failed their exam and who have attended a full tuition course for the subject in question to attend the revision tuition course at the next available sitting offered by Onestudy for free.

7.2 This offer is subject to availability.

7.3 The following conditions apply:

7.3.1 The student must fully attend every tuition session on the full tuition course for the paper claimed under the OnePass scheme.

7.3.2 The stipulated number of mock exams must be submitted by the student, by the dates given at the start of the course. The student must also attend the unseen mock (if applicable).

7.3.3 The student must have achieved a minimum score of 30% on all mocks.

7.3.4 The student must not have attempted more than three papers at any one sitting.

8. Personal Possessions

8.1 OneStudy takes no responsibility for Personal possessions and takes no responsibility for anything that is lost or stolen from its teaching venues.

8.2 Students are advised to keep valuables with them at all times.

9. Notices

9.1 Any notices required to be served by OneStudy under this Agreement will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address notified by the student, at OneStudy discretion. It is the student's responsibility to update OneStudy of a change of address.

10. Limitation of Liability

10.1 The liability of OneStudy for direct losses arising out of their negligence (other than in respect of liability for death or personal injury), breach of contract or any other cause of action arising out of or in connection with this Agreement shall be limited to the cash receipts from the student (or employer) for the course or study materials.

10.2 OneStudy shall not be liable for any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.

11. Warranty

11.1 OneStudy warrants that all Public and In-house Courses supplied hereunder will be conducted in a professional manner in accordance with generally recognised practices and standards.

11.2 OneStudy warrants that it will provide appropriately qualified and experienced instructor(s) to deliver OneStudy Public and In-house courses.

11.3 OneStudy warrants that it will not knowingly include any copyright material in its Course Material without a license or without the consent of the copyright owner.

11.4 OneStudy warrants that all personnel provided by OneStudy are employees of or contracted to OneStudy.

11.5 OneStudy warrants that study materials will be of satisfactory quality but does not warrant that study materials will

be error free.

11.6 These warranties are provided in lieu of all other warranties express or implied which are hereby excluded to the fullest extent permitted by law.

12. Discounts

12.1 In the event that several discounts may apply to a course the Customer shall be entitled only to one discount, at OneStudy's discretion.

13. Data Protection

13.1 Customers agree that, in relation to information held from time to time, OneStudy may:

13.1.1 Use the information to perform their obligations and enforce rights under these Terms and Conditions of Business.

13.1.2 Use the information to inform Customers about courses, products or services which may be of interest to them.

13.1.3 Use the information to inform Customers of feedback and exam results.

13.1.4 Communicate with the Customer and Delegates regarding their progress, results and attendance.

13.2 Customers have the right to receive details of the personal information held by OneStudy. A fee of £20 will be payable.

13.3 In the event that Customers do not wish to receive correspondence from OneStudy, a written request should either be sent to the registered office or emailed to info@onestudytraining.co.uk

14. Validity

14.1 If any provision of these Terms and Conditions of Business is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent.

15. Applicable Law

15.1 These terms and conditions shall be interpreted, construed and enforced in accordance with Jersey law and shall

be subject to the exclusive jurisdiction of the Jersey courts.

15.2 These terms and conditions do not affect any statutory rights available to the Customer.

16. Change of address or other contact details

16. 1 OneStudy must be notified in writing of any change in a students contact details.