

BPP Learning Media Limited

Terms and Conditions of Sale – 12 February 2021 Onwards

Terms Specific to B2C Customers

Terms Specific to B2B Customers

These Terms and Conditions, in addition to the Website Terms of Use (if you purchase Study Materials via the Website), apply to the sale of any Study Materials you, as either a B2B or B2C Customer, purchase directly from BPP Learning Media Limited. Please read these Terms and Conditions carefully, together with our Frequently Asked Questions specific to eBooks ([available here](#)), before purchasing the Study Materials, and print off a copy for your records. BPP LM will not file or otherwise keep a copy of the agreement completed between you and BPP LM and a copy of the concluded agreement will not be available from BPP LM at a future time and date. By ordering any of BPP LM's Study Materials, you are confirming your agreement to be bound by these Terms and Conditions.

In the event of any inconsistency between these Terms and Conditions and the Website Terms of Use, these Terms and Conditions shall prevail.

Learning Media is operated by BPP Learning Media Limited whose registered office is, BPP House, Aldine Place, 142-144 Uxbridge Road, London, W12 8AA, registered in England and Wales under company number 05959432, VAT registration number GB 115 1024 75, BPP LM Customer Services telephone number 03300 603100.

Please note that terms specific to consumers appear first (Clauses 1 to 7) and terms specific to business customers appear further down this page (Clauses 8 to 14). Additional terms that apply to both consumers and business customers appear at Clauses 15 to 21).

Definitions

"**Additional Charges**" means any amounts payable which are not Fees and may include, but are not limited to, postal charges for the delivery of Study Materials, any administration charge, amounts payable to the professional body for student/delegate registration, exemptions, examination entries and re-sit fees, any import duties, tariffs, taxes, customs clearances or other charges which may be payable;

"**B2B Customer(s)**" means the purchaser of Study Materials, under these Terms, is a business acting in the course of its business operations;

"**B2C Customer(s)**" means the purchaser of Study Materials, under these Terms, is an individual consumer;

"**BPP LM**" means BPP Learning Media Limited;

"**Brexit**" means the United Kingdom's withdrawal from the European Union;

"**Catalogue**" means any online or hard copy document or material produced by BPP LM that provides detailed information with respect to the Study Materials that these Terms cover;

"**Client Order Form**" means either the UK Client Order Form or International Client Order Form;

"**Fee(s)**" means the fee payable for the Study Material and shall include any VAT payable but excludes all Additional Charges;

"**International Client Order Form**" means Client Order Form, applicable to B2B Customers based outside the UK, available at: https://learningmedia.bpp.com/catalog?pagename=Tuition_Providers;

"**Online Study Materials**" means any Study Material which is made available in an online rather than hard-copy format;

"**Outbound Delivery Costs**" means the postal/delivery charge incurred by you for the delivery of the Study Material to you;

"**Study Materials**" means any material provided by BPP LM to enable study and includes, but is not limited to, distance learning materials, revision kits, passcards, question banks, review exercises, mock exams (papers and suggested solutions), Online Study Materials, eBooks and study texts;

"**Terms**" means these Terms and Conditions and the Website Terms of Use if you purchase Study Materials via the Website;

"**UK Client Order Form**" means Client Order Form, applicable to B2B Customers based in the UK, available at: https://learningmedia.bpp.com/catalog?pagename=Tuition_Providers;

"**VAT**" means Value Added Tax or any applicable replacement and/or equivalent tax which applies to the Fees or Additional Charges;

"**Website**" means www.bpp.com and/or <https://learningmedia.bpp.com/>; and

"**you**" means the individual or business (as applicable) purchasing the Study Materials.

Terms Specific to B2C Customers

1. Ordering Procedure

1.1. Ordering via the Website:

1.1.1. In order to purchase any Study Materials via the Website you must register for an online BPP account via the Website. If you already have an online BPP account, you can log onto your account using the user name and password that you were provided with when you registered.

1.1.2. When purchasing any Study Materials via the Website, you can change your order at any time up to the point at which you click the "**Pay Now**" button by using the "**Edit**" option to amend the details submitted and/or by using the "**Remove**" option to remove an item from your basket.

1.2. Ordering via email or telephone:

1.2.1. You do not need to be registered for an online BPP account in order to purchase any Study Materials via email or by telephone.

1.3. When you place an order for any Study Materials (either via the Website, by email or by telephoning BPP LM Customer Services) you are offering to purchase those Study Materials from BPP LM on these Terms. BPP LM reserves the right to decline or cancel your order, or any part of your order, up until the point of dispatch from BPP LM's distribution centre.

1.4. Following receipt by BPP LM of your order for Study Materials via the Website, email, or by telephone you will receive an automated email confirming that your order has been received by BPP LM. Your order will be subject to acceptance by BPP LM of your offer to purchase in accordance with Clause 1.5 below.

1.5. A legally binding agreement shall not come into existence until BPP LM has accepted your offer to purchase any Study Materials by either sending you a separate order acceptance confirmation email or written order acceptance confirmation by post, which will be effective upon sending or posting to you at the email or postal address you have provided, and (ii) either receiving payment for the Study Materials in cleared funds from yourself or issuing an invoice for such Study Materials. For payments by cheque, cleared funds means 5 days after receipt of the cheque by BPP LM.

1.6. Where your order consists of multiple Study Materials, each individual Study Material will be treated by BPP LM as a separate offer to purchase. Acceptance of your offer to purchase one or more of the Study Materials will not be an acceptance by BPP LM of your offer to purchase any other Study Materials which make up your order.

- 1.7. BPP LM reserves the right to withdraw, at any time, Study Materials advertised for sale on the Website and/or the Catalogue.

2. Payment Terms

- 2.1. The Fee for any Study Material at any given time will be displayed on the Website and/or in the Catalogue and/or will be notified to you by a BPP LM Customer Services representative. Fees are quoted in pounds sterling, inclusive of VAT (if applicable) but exclusive of all Additional Charges.
- 2.2. If you purchase Study Materials on the Website:
 - 2.2.1. the total Fee including VAT (if applicable) and delivery charges will be shown prior to completion of the online transaction;
 - 2.2.2. BPP LM will debit the Fee from your credit card or debit card shortly prior to dispatch of the Study Materials to you from BPP LM's distribution centre. For orders consisting of multiple Study Materials, payment will only be taken for an individual Study Material when that particular Study Material is dispatched. Credit or debit card details are collected over a secure link and an authorised amount verification is taken immediately. Your order will be subject to acceptance by BPP LM of your offer to purchase in accordance with Clause 1.4.
- 2.3. If you are ordering Study Materials by telephone or email:
 - 2.3.1. the Fee (including VAT if applicable) is either set out in the Brochure Catalogue and/or on the Website and/or will be notified to you by a BPP LM Customer Services representative. Delivery charges are order specific and may vary. The delivery charges for your order will be confirmed by the BPP LM Customer Services representative;
 - 2.3.2. if you are paying for the Fee on your own account, BPP LM will either debit the Fee from your credit card or debit card, or, for payments by cheque, deposit your cheque, shortly prior to dispatch of the Study Materials. For orders consisting of multiple Study Materials, payment will only be taken for an individual Study Material when that particular Study Material is dispatched. Your order will be subject to acceptance by BPP LM of your offer to purchase in accordance with Clause 1.4; and
 - 2.3.3. if you choose to pay by selecting the "**invoice your company**" option (not available for orders placed by telephone) and your employer has an account with BPP Credit Control, BPP LM will review your order and invoice your employer directly in accordance with Clause 2.5. Your order will be subject to (i) receipt by BPP LM of your signed order form in accordance with Clause 2.5.1 and (ii) acceptance by BPP LM of your offer to purchase in accordance with Clause 1.4.
- 2.4. BPP LM reserves the right from time to time to change the amount of the Fee. In the unlikely event that due to a technical error, the amount of the Fee displayed on the Website or in the Catalogue is incorrect, or the Fee has been changed on the Website but the Catalogue is out of date, BPP LM will notify you as soon as it reasonably can. If the correct Fee is higher than the amount displayed on the Website and/or Catalogue, BPP LM will contact you to notify you of the correct Fee, so you can decide whether or not you wish to continue with your order of the Study Materials at the increased Fee. If you decide you want to cancel your order BPP LM will give you a full refund in respect of any amount you have already paid in accordance with Clause 3. If the correct Fee is lower, BPP LM will refund you the difference only between the amount which you have paid and the correct Fee payable.
- 2.5. Where you choose to invoice your employer for the payment of the Fee, the following additional terms shall apply:
 - 2.5.1. upon receiving your order form signed by the training manager or other individual designated by your employer, BPP LM will send an invoice to your employer within 3-5 working days;
 - 2.5.2. full payment in cleared funds of the Fee is due from your employer within 30 days from the date of the invoice; and
 - 2.5.3. you and your employer are joint and severally liable for all unpaid invoices.
- 2.6. Save where specified in the description of the Study Materials on the Website and/or in the Catalogue, the Fee excludes any Additional Charges, which are payable by you separately and BPP LM accepts no

responsibility for this. Please note that this will include any Additional Charges levied as a result of, or in relation to, Brexit.

- 2.7. If BPP LM has insufficient stock to deliver the Study Materials ordered by you, BPP LM will notify you as soon as possible and any sum debited by BPP LM from your credit/debit card will be re-credited to your account (or if you have paid by cheque by sending you a cheque) and BPP LM will notify you by email or by telephone using the contact details given by you in your order form. The refund will be made as soon as possible and in any event within 14 days of your order (subject to clause 16.5). BPP LM will not be required to offer any compensation for any losses, costs or disappointment suffered.

3. Cancellation and Returns

- 3.1. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("**Consumer Contracts Regulations**") you may cancel your purchase of any Study Materials within a period of 14 calendar days ("**Cancellation Period**") beginning on the day on which the Study Materials are received by you. Please note that the following rules apply in respect of the following categories of Study Materials:
- 3.1.1. with respect to Online Study Materials or any another digital products, (but excluding eBooks which are dealt with separately under Clause 3.1.2) your right to cancel and obtain a refund will be lost if you have given BPP LM express consent to supply them to you during the Cancellation Period or if you access those Online Study Materials or digital products during the Cancellation Period;
- 3.1.2. with respect to eBooks:
- a) if you access the eBook during the Cancellation Period you will have a period of three days (from the day of access) to notify BPP of your intention to cancel and seek a refund. If you do not notify BPP LM within three days, your right to cancel and obtain a refund will be lost; and
 - b) subject to Clause 3.1.2a), your right to cancel and obtain a refund will be lost on expiry of the Cancellation Period; and
- 3.1.3. with respect to audio, video or software products your right to cancel and obtain a refund will be lost if you have removed them from the sealed package in which they were delivered.
- 3.2. Subject to Clause 3.1, to cancel your purchase you must comply with Clause 3.3 and you must notify BPP LM of your decision to cancel within the Cancellation Period by using one of the following methods:
- 3.2.1. contacting us [here](#); or
- 3.2.2. calling +44 (0)3300 603100.
- 3.3. You must ensure that Study Materials are returned to BPP Returns, Ricoh UK Limited, Ricoh House, Wells Place, Merstham, Surrey, RH1 3LG by recorded delivery in a reasonable and resaleable condition (for audio, video or software products this means in the sealed package in which they were delivered) within 14 days of cancellation. Any Study Materials returned to BPP LM will be at your own risk. You must obtain proof of postage which you will be required to produce in the event of any query. You will be responsible for payment of any delivery charges (or other Additional Charges) incurred in returning the Study Materials to BPP LM unless BPP LM have agreed in writing otherwise.
- 3.4. If you cancel your purchase of any Study Materials in writing within a period of 14 days in accordance with Clause 3.1, you will be entitled to a full refund of the Fee and the Outbound Delivery Costs in accordance with Clause 3.5 subject to the following limitations:
- 3.4.1. in relation to the Outbound Delivery Costs, the refund amount will be capped at the cost of the standard postal method fee; and
- 3.4.2. if the value of the goods has been diminished by your handling, BPP LM may recover the amount of this diminished value by deducting this amount from your refund.
- 3.5. Refunds will be made using the same method of payment as you used for the purchase and BPP will not make any refunds to an account or person different than the original paying account or person. Refunds will be paid within 14 days of either:

- 3.5.1. BPP LM receiving the Study Materials back; or
- 3.5.2. if earlier, the day on which you supply BPP LM with evidence of having sent the Study Materials back by recorded delivery; or
- 3.5.3. in the case of digital products, the date on which you inform BPP LM of the cancellation.
- 3.6. The period for refund will increase to 30 days if BPP LM is unable to credit a UK bank account.
- 3.7. If you have chosen to invoice your employer and, at the time of cancellation, the relevant invoice has not yet been paid then such invoice will be cancelled.
- 3.8. If you have chosen to invoice your employer and, at the time of cancellation, the relevant invoice has already been paid by your employer, the Fee will be credited to your employer's bank account in accordance with the timescales set out in Clauses 3.5 and 3.6.
- 3.9. For monetary returns a request in writing to BPP Credit Control at creditcontrol@bpp.com is required. Monetary returns will not be made where there is an outstanding debit balance on the account.
- 3.10. Except as set out in Clause 3.1, no cancellations of purchases of Study Materials will be permitted.
- 3.11. BPP reserve the right to withhold payment of part or all of your Fees until all Study Materials have been returned to BPP LM in accordance with Clause 3.3 or if Study Materials are not returned in a re-saleable condition.
- 3.12. BPP LM reserves the right to use its sole discretion to determine whether to make refunds in exceptional circumstances which fall outside Clause 3.1 and to charge Additional Charges in any such event.

4. Delivery of Study Materials

- 4.1. BPP LM will:
 - 4.1.1. for hard copy Study Materials: post, or arrange a courier on your behalf to deliver, the Study Materials ordered by you to the person and address you give BPP LM at the time you make your order;
 - 4.1.2. for Online Study Materials: email or post to you at the contact details you specified when you made the order, the requisite access details for the Online Study Materials; and
 - 4.1.3. for eBooks: BPP LM will supply you with a URL link (either via the order confirmation page or via email to the address specified by you when you complete the order) which will take you to the online area where the eBook can be accessed.
- 4.2. Current details on the available delivery options and the applicable delivery charges will be notified to you by a BPP Customer Services representative if you are ordering over the telephone or by email.
- 4.3. You will become the owner of the Study Material you have ordered when, in respect of the hard copy Study Materials, the goods are dispatched to you from BPP LM's distribution centre. All Online Material (including eBooks) are subject to the expiry periods described in Clause 5.1.
- 4.4. Subject to Clause 2.7, BPP LM will endeavour to dispatch the Study Materials to you following acceptance of your order and delivery instructions in accordance with Clauses 1 and 4. Time is not of the essence in respect of delivery times.
- 4.5. If you fail to take delivery of the Study Materials, or give BPP LM inadequate delivery instructions, then BPP LM reserves the right to store the Study Materials until actual delivery and charge you reasonable costs (including insurance costs) of storage.
- 4.6. When ordering goods from BPP LM for delivery (other than in the UK) you may be subject to import duties and taxes, which are levied once the goods reach the specified destination. Any additional charges for customs clearance must be borne by you; BPP LM has no control over these charges and cannot predict what they may be. In addition, these may result in delays, which BPP LM take no responsibility for. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when you order Study Materials from BPP LM, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods. Please note that Brexit has resulted in

changes to the process of importing goods into the EU from the UK and you will be responsible for any Additional Charges as a result and BPP shall not be responsible for any resulting delays in a delivery.

- 4.7. BPP LM must be notified of any queries, complaints or short or incorrect deliveries within 14 days of you receiving the Study Materials. If you do not notify BPP LM within this time period, BPP LM will not be obliged to correct your order and will not be responsible for any loss, cost, damage or disappointment suffered by you as a result.

5. Additional terms for the purchase of Online Study Materials

- 5.1. Upon receipt of a confirmation email from BPP LM you will be notified of when you will have access to the Online Study Material purchased. Unless otherwise stated in your confirmation email (or as set out in Clause 6.4) you will have access to the Online Study Material for a period of 18 months, unless any such Online Study Material is removed.
- 5.2. The receipt of any Online Study Materials is personal to you and you may not transfer your rights to access the Online Study Material, or provide any Online Study Materials, to any other person.
- 5.3. You may incur charges to your internet service provider while you are accessing and/or downloading the Online Study Materials. Charges may also be payable to third parties for use of the software necessary to access and/or download the Online Study Materials. You are responsible for paying these charges.
- 5.4. Please note that it is your responsibility to check that the computer you plan to use to access the Online Study Materials is compatible with the minimum specification requirement that relates to the Online Study Materials you are ordering. The minimum specification for each Online Study Material can be viewed at [eBook FAQs](#).
- 5.5. You acknowledge and accept that BPP LM cannot be held responsible for any technical problems (outside of BPP LM's control) that you encounter following the purchase of any Online Study Materials.
- 5.6. If you report a fault to BPP LM, BPP LM will use reasonable endeavours to provide a solution but BPP LM does not guarantee that the technical support provided will resolve your technical problems. If you receive technical advice from BPP LM then BPP LM will not accept any responsibility for any problem if you do not ensure that such advice is strictly followed.
- 5.7. BPP LM is not obliged to offer you any technical support in relation to your use of any of the free demonstrations available on the Website but BPP LM may elect to offer technical support and the extent of any such technical support is entirely at the sole discretion of BPP LM.
- 5.8. You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to this Website and that technical support may not be available during such periods of downtime. Further, you accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability.
- 5.9. BPP LM will use reasonable endeavours to make the Online Study Material available but cannot guarantee uninterrupted, timely or error-free availability or that defects will be corrected. BPP LM reserves the right to suspend access to the Website for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the Website.
- 5.10. You also accept and acknowledge that BPP LM cannot be held responsible for any delay or disruptions to your access to the Online Study Material as a result of such suspension or any of the following:
 - 5.10.1. the operation of the internet and the World Wide Web, including but not limited to viruses;
 - 5.10.2. any firewall restrictions that have been placed on your network or the computer you are using to access the Online Study Material;
 - 5.10.3. failures of telecommunications links and equipment; or
 - 5.10.4. updated browser or software issues.

6. Additional Terms for the purchase of eBooks

- 6.1. In order to be able to access an eBook, you must have:
 - 6.1.1. access to an internet connection;

- 6.1.2. your computer must be running Windows 7 and above or Mac OS X and above; and
- 6.1.3. your computer must be running the latest web browser (IE10 and above, the latest versions of Google Chrome or Firefox are recommended).
- 6.2. Upon receipt of your confirmation email from BPP LM, you will be provided with a link to the “study@bpp” platform (study.bpp.com). You will need to log into the platform using the same details you created when placing your order.
- 6.3. In addition to online access you may also access the eBook via a desktop or mobile application. The following terms apply to the desktop and mobile application:
 - 6.3.1. the desktop and/or mobile application “**BPP eBooks**” must be downloaded via the Google Play store, from iTunes or via the “study@bpp” platform;
 - 6.3.2. your mobile device must be running the latest iOS or Android operating system, your desktop must operate on Windows or Mac;
 - 6.3.3. the desktop and mobile application will allow you to view the eBook content offline, but you must have accessed the eBook via the “study@bpp” platform first, before the eBook will be available via the desktop or mobile application; and
 - 6.3.4. any notes, annotations and bookmarks are designed to synchronize between your devices, however, BPP LM cannot accept any liability for any failure of them to do so.
- 6.4. Access to your eBook (including via desktop or mobile application) will continue for a period of 18 months from the date of your confirmation email. However, if your account is unused for a period of three months, your account may be deactivated. Your account will be reactivated (up to the period of 18 months from the date of your confirmation email) upon logging into your account, but you may lose any previously stored notes, annotations or bookmarks. BPP LM cannot accept any liability for any lost notes, annotations or bookmarks.
- 6.5. For further FAQs relating to eBooks please see [eBook FAQs](#).

7. [Intellectual Property](#)

- 7.1. At all times, BPP LM and/or its licensors, remain the owner of the intellectual property in the Study Materials. No Study Materials or any part of them may be reproduced, stored in a retrieval system or transmitted in any form or by any means without the prior written permission of BPP LM.
- 7.2. In consideration of receipt by BPP LM of the Fee, BPP LM grants to you a non-exclusive, non-transferable licence to use the Study Materials strictly for your own educational purposes only. For Online Study Materials (but not eBooks) the licence granted is to use the Online Study Materials on one computer only.
- 7.3. Save as expressly set out in these Terms, you may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way any of the Study Materials. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Online Study Materials or create derivative works based on the whole of or any part of the Online Study Materials or incorporate the Online Study Materials into any software program. Use of the Study Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either BPP LM's copyright or BPP LM's other intellectual property rights, and / or the copyright or other intellectual property rights of BPP LM's licensors.

Terms Specific to B2B Customers

8. [Ordering Procedure](#)

- 8.1. Ordering via the Website:
 - 8.1.1. In order to purchase any Study Materials via the Website you must register for an online BPP account via the Website. If you already have an online BPP account, you can log onto your account using the user name and password that you were provided with when you registered.

- 8.1.2. When purchasing any Study Materials via the Website, you can change your order at any time up to the point at which you click the "**Pay Now**" button by using the "**Edit**" option to amend the details submitted and/or by using the "**Remove**" option to remove an item from your basket.
- 8.2. Ordering via email:
- 8.2.1. You do not need to be registered for an online BPP account in order to purchase any Study Materials via email.
- 8.2.2. To order via email you must complete either a Client Order Form (instructions for completing the Client Order Form are available [here](#)) and submit it via email to:
- LMUK@bpp.com for UK Client Order Forms; and
 - LMinternational@bpp.com for International Client Order Forms
- 8.3. When you place an order for any Study Materials (either via the Website, or by email) you are offering to purchase those Study Materials from BPP LM on these Terms.
- 8.4. BPP LM reserves the right to decline or cancel your order, if you do not accept these Terms or fail to adhere to these Terms.
- 8.5. Following receipt by BPP LM of your order for Study Materials via the Website or by email you will receive an email confirming that your order has been received by BPP LM. Your order will be subject to acceptance by BPP LM of your offer to purchase in accordance with Clause 8.6 below.
- 8.6. A legally binding agreement shall not come into existence until BPP LM has accepted your offer to purchase any Study Materials by sending you an order acceptance confirmation email, which will be effective upon sending to you at the email address you have provided, and (ii) either receiving payment for the Study Materials in cleared funds or issuing an invoice for such Study Materials.
- 8.7. Where your order consists of multiple Study Materials, each individual Study Material will be treated by BPP LM as a separate offer to purchase. Acceptance of your offer to purchase one or more of the Study Materials will not be an acceptance by BPP LM of your offer to purchase any other Study Materials which make up your order.
- 8.8. BPP LM reserves the right to withdraw, at any time, Study Materials advertised for sale on the Website and/or the Brochure Catalogue and/or the Client Order Form.
- 9. Payment Terms**
- 9.1. The Fee for any Study Material at any given time will be displayed on the Website and/or the Catalogue and/or will be notified to you by a BPP LM Customer Services representative. Fees are quoted in pounds sterling, inclusive of VAT (if applicable) but exclusive of all Additional Charges.
- 9.2. If you purchase Study Materials on the Website:
- 9.2.1. the total Fee including VAT (if applicable) and delivery charges will be shown on the Website prior to completion of the online transaction;
- 9.2.2. BPP LM will debit the Fee from your credit card or debit card shortly prior to dispatch of the Study Materials to you from BPP LM's distribution centre. For orders consisting of multiple Study Materials, payment will only be taken for an individual Study Material when that particular Study Material is dispatched. Credit or debit card details are collected over a secure link and an authorised amount verification is taken immediately. Your order will be subject to acceptance by BPP LM of your offer to purchase in accordance with Clause 8.6.
- 9.3. If you order Study Materials by email:
- 9.3.1. the Fee (including VAT if applicable) is either set out in the Catalogue and/or on the Website and/or will be notified to you by a BPP LM Customer Services representative. Delivery charges are order specific and may vary. The correct delivery charges for your particular order will be confirmed by a BPP LM Customer Services representative.
- 9.3.2. You will be invoiced directly in respect of your order and payment must be made within the timescales set out in the invoice (this will usually be 30 days unless BPP LM has agreed a longer

period with you). Your order will be subject to acceptance by BPP LM of your offer to purchase in accordance with Clause 8.6.

- 9.4. BPP LM reserves the right from time to time to change the amount of the Fee. In the unlikely event that due to a technical error, the amount of the Fee displayed on the Website or in the Catalogue is incorrect, or the Fee has been changed on the Website but the Catalogue is out of date, BPP LM will notify you as soon as it reasonably can. If the correct Fee is higher than the amount displayed on the Website and/or Catalogue, BPP LM will contact you to notify you of the correct Fee, so you can decide whether or not you wish to continue with your order of the Study Materials at the increased Fee. If you decide you want to cancel your order BPP LM will give you a full refund in respect of any amount you have already paid in accordance with Clause 10. If the correct Fee is lower, BPP LM will refund you the difference only between the amount which you have paid and the correct Fee payable.
- 9.5. Save where specified in the description of the Study Materials on the Website and/or in the Catalogue, the Fee excludes any Additional Charges, which are payable by you separately and BPP LM accepts no responsibility for this.

10. Cancellation and Returns

- 10.1. You may cancel your purchase of any Study Materials within a period of 5 working days beginning on the day on which you receive your confirmation email pursuant to Clause 8.5 (the “**Cancellation Period**”).
- 10.2. Please note that the following rules apply in respect of the following categories of Study Materials:
- 10.2.1. with respect to Online Study Materials or any another digital products, (but excluding eBooks which are dealt with under Clause 10.2.2): your right to cancel and obtain a refund will be lost if you access those Online Study Materials or digital products (or grant access to any other person or party) during the Cancellation Period;
- 10.2.2. with respect to eBooks:
- a) if you access the eBook during the Cancellation Period, or grant access to any other person or party) you will have a period of three days (from the day of access) to notify BPP of your intention to cancel and seek a refund. If you do not notify BPP LM within three days, your right to cancel and obtain a refund will be lost; and
 - b) subject to Clause 10.2.2 (a), your right to cancel and obtain a refund will be lost on expiry of the Cancellation Period; and
- 10.2.3. with respect to audio, video or software products your right to cancel and obtain a refund will be lost if you have removed them from the sealed package in which they were delivered.
- 10.3. Subject to Clause 10.1, to cancel your purchase you must notify BPP LM of your decision to cancel within the Cancellation Period by using one of the following methods:
- 10.3.1. Emailing LMUK@bpp.com (if you are based in the UK); or
- 10.3.2. Emailing LMInternational@bpp.com (if you are based outside the UK)
- 10.4. If you cancel your purchase of any Study Materials in writing within the Cancellation Period (subject to clause 10.5), you will be entitled to a full refund of the Fee but, if the Study materials have already been dispatched, you will not be entitled to a refund of the Outbound Delivery Costs.
- 10.5. If the value of the goods has been diminished by your handling, BPP LM may recover the amount of this diminished value by deducting this amount from your refund.
- 10.6. Refunds will be made using the same method of payment as you used for the purchase and BPP will not make any refunds to an account or person different than the original paying account or person. Refunds will be paid within 14 days of either:
- 10.6.1. BPP LM receiving the Study Materials back; or
- 10.6.2. if earlier, the day on which you supply BPP LM with evidence of having sent the Study Materials back by recorded delivery; or

- 10.6.3. in the case of digital products, or where Study Materials had not yet been dispatched, the date on which you inform BPP LM of the cancellation.
- 10.7. The period for refund will increase to 30 days if BPP LM is unable to credit a UK bank account.
- 10.8. If you were invoiced and, at the time of cancellation, the relevant invoice has not yet been paid then such invoice will be cancelled. If, at the time of cancellation, the relevant invoice has already been paid, the Fee will be credited to your BPP LM account (if you have one) or, if you do not have a BPP LM account, the Fee will be credited to the original paying bank account, in accordance with the time frames in Clauses 10.6 and 10.7.
- 10.9. Monetary returns will not be made where there is an outstanding debit balance on your account.
- 10.10. Except as set out in Clause 10.1, no cancellations of purchases of Study Materials will be permitted.
- 10.11. BPP LM reserves the right to use its discretion to determine whether to make refunds in exceptional circumstances which fall outside Clause 10.1 and to charge Additional Charges in any such event.
- 10.12. BPP also operates a Returns Policy (please be aware that there is no automatic right to return Study Materials). A copy of the policy is available on request from your BPP LM Customer Services representative, and applies in addition to these Terms.

11. Delivery of Study Materials

- 11.1. BPP LM will:
- 11.1.1. for hard copy Study Materials; post, or arrange a courier on your behalf to deliver the Study Materials ordered by you to the person and address you provide BPP LM at the time you make your order;
 - 11.1.2. for Online Study Materials: email you at the contact details you specified when you made the order the requisite access details for the Study Materials;
 - 11.1.3. for eBooks: BPP LM will supply you with activation codes which can be used.
- 11.2. Current details on the available delivery options and the applicable delivery charges will be notified to you by a BPP Customer Services representative if you are ordering by email.
- 11.3. You will become the owner of the Study Material you have ordered when, in respect of the hard copy Study Materials, the goods are dispatched to you from BPP LM's distribution centre. All Online Material (including eBooks) are subject to the expiry periods described in Clause 12.1.
- 11.4. BPP LM will endeavour to dispatch the Study Materials to you following acceptance of your order and delivery instructions in accordance with Clauses 8 and 11. Time is not of the essence in respect of delivery times.
- 11.5. If you fail to take delivery of the Study Materials or give BPP LM inadequate delivery instructions, then BPP LM reserves the right to store the Study Materials until actual delivery and charge you reasonable costs (including insurance costs) of storage.
- 11.6. When ordering goods from BPP LM for delivery (other than in the UK) you may be subject to import duties and taxes, which are levied once the goods reach the specified destination. Any additional charges for customs clearance must be borne by you; BPP LM has no control over these charges and cannot predict what they may be. In addition, these may result in delays, which BPP LM take no responsibility for. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when you order Study Materials from BPP LM, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods. Please note that Brexit has resulted in changes to the process of importing goods into the EU from the UK and you will be responsible for any Additional Charges as a result and BPP shall not be responsible for any resulting delays in a delivery.
- 11.7. BPP LM must be notified of any queries, complaints or short or incorrect deliveries within 2 working days of you receiving the Study Materials. If you do not notify BPP LM within this time period, BPP LM will not be obliged to correct your order and will not be responsible for any loss, cost, damage or disappointment suffered by you as a result.

12. Additional terms for the purchase of Online Study Materials

- 12.1. Upon receipt of a confirmation email from BPP LM you will be notified of when you will have access to the Online Study Material purchased. Unless otherwise stated in your confirmation email you will have access to the Online Study Material for a period of 18 months, unless any such Online Study Material is removed.
- 12.2. When reselling to customers, or making Online Study Materials available to your own students, you will ensure that those customers/students are aware of the following:
 - 12.2.1. The receipt of any Online Study Materials is personal to the customer/student and they may not transfer their rights to access the Online Study Material or provide any Online Study Materials to any other person;
 - 12.2.2. They may incur charges to their internet service provider while accessing and/or downloading the Online Study Materials. Charges may also be payable to third parties for use of the software necessary to access and/or download the Online Study Materials. BPP LM is not responsible for paying these charges;
 - 12.2.3. They must check that the computer they plan to use to access the Online Study Materials is compatible with the minimum specification requirement that relates to the Online Study Materials they are ordering. The minimum specification for each Online Study Material can be viewed [here](#);
 - 12.2.4. They acknowledge and accept that BPP LM cannot be held responsible for any technical problems (outside of BPP LM's control) they encounter following the purchase of any Online Study Materials;
 - 12.2.5. If they report a fault to BPP LM, BPP LM will use reasonable endeavours to provide a solution but BPP LM does not guarantee that the technical support provided will resolve their technical problems. If they receive technical advice from BPP LM then BPP LM will not accept any responsibility for any problem if they do not ensure that such advice is strictly followed;
 - 12.2.6. They accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to this Website and that technical support may not be available during such periods of downtime. Further they accept that they will not have a claim for breach of contract or otherwise in respect of such period of unavailability;
 - 12.2.7. BPP LM will use reasonable endeavours to make the Online Study Material available but cannot guarantee uninterrupted, timely or error-free availability or that defects will be corrected. BPP LM reserves the right to suspend access to the Website for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the Website; and
 - 12.2.8. They also accept and acknowledge that BPP LM cannot be held responsible for any delay or disruptions to their access to the Online Study Material as a result of such suspension or any of the following:
 - a) the operation of the internet and the World Wide Web, including but not limited to viruses;
 - b) any firewall restrictions that have been placed on their network or the computer they are using to access the Online Study Material;
 - c) failures of telecommunications links and equipment; or
 - d) updated browser or software issues.

13. Additional Terms for the purchase of eBooks

- 13.1. For information on eBooks please see our eBook FAQ's [here](#).
- 13.2. When reselling to customers, or making eBooks available to your own students, you must provide the customer/student with [BPP LM's standard eBook terms](#).

14. Intellectual Property

- 14.1. All intellectual property rights in the Study Materials or any other materials provided to you under these Terms (and all associated goodwill) at all times belong to and shall remain vested BPP LM. You acknowledge that you will not obtain interests, rights or title whatsoever in or to the Study Materials or any part thereof save as otherwise expressly granted in these Terms.
- 14.2. You shall not make use of, or do or cause to be done any act or thing contenting or in any way impairing or tending to impair any of BPP LM's right, title or interest in or to any of the intellectual property rights in the Study Materials. You will provide BPP LM with all reasonable assistance and execute any documents necessary for BPP LM to protect its intellectual property rights.
- 14.3. BPP LM hereby grants to each of your relevant customers or students (as applicable) who purchases Study Materials a non-transferable, non-exclusive licence to use the Study Materials for their own educational purposes.
- 14.4. You shall ensure that Study Materials is only made available to and accessed by your customers and/or students in accordance with these Terms and shall ensure that they shall not make available, copy, reproduce, share, disseminate, retransmit, sub-license, distribute, sell, publish, broadcast or otherwise supply in any medium and in any manner any Study Material (or any part of them) to any third party.
- 14.5. Without prejudice to any other rights and remedies of BPP LM under these Terms or otherwise at law, you shall indemnify BPP LM without limit against all direct and indirect liability, loss, damage, costs and expenses (including legal costs) incurred by BPP LM arising out of or in respect of any breach of this clause 14.

Terms Applicable to B2C and B2B Customers

15. Warranties

- 15.1. BPP LM expects you to take reasonable care to verify that the Study Material in question will meet your needs. BPP LM does not make any commitment to you that you will obtain any particular result or be admitted to any profession from your use of the Study Materials.
- 15.2. BPP LM does not make any representation, guarantee or commitment to you that the Study Materials will be error free.
- 15.3. BPP LM does not make any commitment that the Online Study Materials will be compatible with or operate with your software or hardware.
- 15.4. All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible by law.
- 15.5. You accept that BPP LM cannot provide you with any Study Materials, nor are you permitted to supply any Study Materials to any other person or business, if you or such other person or business is located in a US embargoed territory, as provided by the US Treasury Office of Foreign Assets Control from time to time

16. Limitation of liability

- 16.1. The exclusions and limitations of liability contained in these Terms do not apply to a party's liability: (i) for fraud; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.
- 16.2. Except as set out in these Terms, BPP LM shall not be responsible for losses that result from its failure to comply with these Terms including, but not limited to, losses that fall into the following categories:
 - 16.2.1. indirect or consequential losses;
 - 16.2.2. disappointment or inconvenience;
 - 16.2.3. loss of income or revenue;
 - 16.2.4. loss of business;
 - 16.2.5. loss of opportunity;

- 16.2.6. loss of anticipated savings; or
- 16.2.7. loss or corruption of data.
- 16.3. BPP LM is not responsible to you for any data that you lose as a result of accessing the Online Study Materials. It is your responsibility to ensure that you regularly save and back up all data.
- 16.4. Subject to Clause 16.1, BPP LM's maximum aggregate liability to you for any claims that you may have against BPP LM arising out of or in connection with these Terms and your use of the Study Materials shall be limited to the amount of the Fee which has been paid, or is payable, by you or on your behalf.
- 16.5. BPP LM shall not shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond BPP LM's reasonable control (including, but not limited, to: acts of God, epidemic or pandemic, terrorist attack, civil commotion or riots, war, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, any labour or trade dispute, non-performance by suppliers or subcontractors and interruption or failure of utility service). In such circumstances BPP LM shall be entitled to a reasonable extension of time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, BPP LM may terminate this agreement by written notice to you.
- 16.6. Each provision in this Clause 16 shall be construed separately as between you and BPP LM. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

17. Disclaimer

- 17.1. The Study Materials are for educational purposes only. BPP LM will not accept any responsibility to any party for the use of these Study Materials for any purpose other than for educational purposes, including but not limited to the giving of advice by you to any third party.

18. Data Protection

- 18.1. BPP LM will process the information it receives from you or otherwise holds about you in accordance with these Terms, the Data Protection Act 2018 and its privacy policy which can be viewed at www.bpp.com/privacy. You have the right to receive details of the personal information held by BPP LM. For more information, please refer to BPP's privacy policy.

19. General

- 19.1. BPP LM reserves the right to charge late payment interest on any overdue amounts, at a rate of 8% a year above the base lending rate of Barclays Bank plc from time to time. The 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 together with the overdue amount.
- 19.2. BPP LM reserves the right to recover any reasonable debt collection costs in connection with these Terms.
- 19.3. BPP LM may update or amend these Terms from time to time to comply with law or to meet its changing business requirements without notice to you. Any updates or amendments will be posted on the Website.
- 19.4. These Terms and the Website Terms of Use (if you purchase the Study Materials via the Website) constitute the entire agreement and understanding between us and supersedes and replaces any other terms and conditions previously published by us and any other understanding, undertaking, representation, warranty, arrangement or statement of any nature whatsoever made by us to you, whether oral, written or otherwise, relating to the subject matter of these Terms.
- 19.5. You may not assign or sub-contract any of your rights or obligations under these Terms to any third party unless we agree in writing.
- 19.6. BPP LM may assign, transfer or sub-contract any of its rights or obligations under these Terms to any third party at its discretion.

- 19.7. No relaxation or delay by BPP LM in exercising any right or remedy under these Terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by BPP LM in writing.
- 19.8. If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms shall remain in full force and effect.
- 19.9. Any notices required to be served on you by BPP LM under these Terms will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address notified by you, at BPP LM's discretion. Any notices required to be served on BPP LM by you will be deemed properly served if sent to the address set out in Clause 21.
- 19.10. A notice delivered personally is deemed to be given on the day on which it was left at the specified address. A notice sent by post is deemed to be given on the day it was posted as evidenced by the sender. A notice sent by email is deemed to be given on the day it was sent.
- 19.11. The agreement between you and BPP LM will be concluded in English only.
- 19.12. The agreement between you and BPP LM which is compromised in these Terms is not intended to be for the benefit of any third party, and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 19.13. These Terms and any other matters arising out of or in relation to these Terms are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with these Terms.

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