

BPP STANDARD CONTRACTUAL TERMS RELATING TO OCR AND OCR LIVE COURSES

Online Course Terms and Conditions

These Terms and Conditions in addition to the Website Terms of Use (if you purchase an Online Course via the Website) apply to the sale of any Online Course. Please read these Terms and Conditions carefully before purchasing an Online Course and print off a copy for your records. BPP will not file or otherwise keep a copy of the agreement concluded between you and BPP and a copy of the concluded agreement will not be available from BPP at a future time and date. By ordering an Online Course, you are confirming your agreement to be bound by these Terms and Conditions.

These Terms and Conditions do not apply to: (i) programmes provided by BPP University Limited, (ii) the sale of exams only the sale of which is governed by the Exam Only Terms and Conditions; and (iii) the full-time ACCA programme.

These Terms and Conditions apply where you have purchased an Online Course through a Reseller. Where you purchase an Online Course through a Reseller, you will make payment directly to that Reseller, and have a contract of sale with the Reseller. However, BPP is responsible for the delivery of the Online Course, in accordance with these Terms and Conditions.

In addition to these Terms and Conditions, additional terms and conditions apply to all Online Courses which offer the [BPP Pass Assurance Scheme](#).

www.bpp.com is operated by BPP Professional Education Limited whose registered office is, BPP House, Aldine Place, 142-144 Uxbridge Road, London, W12 8AA, registered in England and Wales under company number 04546335, VAT registration number GB 466 4516 29, ("BPP PE") BPP PE Customer Services telephone number 03300 603100.

1. Definitions

"**Additional Charges**" means any amounts payable which are not Fees and may include, but are not limited to, payment for the delivery of Study Materials, any re-sit fees which BPP may charge from time to time if applicable, any administration charge for switching between Online Courses, amounts payable to the professional body for student/delegate registration, exemptions, examination entries and re-sit fees and any import duties, taxes and customs clearances which may be payable;

"**Asynchronous Online Course**" means an online course which does not have a predetermined start date and is available for study by you immediately following delivery by BPP;

"**BPP**" means BPP PE and/or BPP LM as the context may require;

"**BPP LM**" means BPP Learning Media Limited whose registered office is, BPP House, Aldine Place, 142-144 Uxbridge Road, London, W12 8AA;

"**BPP Pass Assurance Scheme**" means the pass assurance scheme offered by BPP for certain Online Courses. If the scheme applies to a particular Online Course, details will be given on the relevant Online Course page on the Website;

"**Brochure**" means any online or hard copy document that is produced by BPP to provide detailed information with respect to the Online Courses these Terms cover;

"**Fee**" means the fee payable for the Online Course and/or Study Materials and shall include any VAT payable but excludes Additional Charges;

"**Online Course**" means either an Asynchronous Online Course or a Synchronous Online Course and if applicable the Study Materials to be provided by BPP LM;

"**Online Study Materials**" means, but is not limited to, online tests, online tutorials and online downloads;

"**Reseller**" means a business authorised by BPP to resell the Online Courses;

"**Study Materials**" means, but is not limited to, CD Rom, i-Learn CD Rom, i-Pass CD Rom, Audio Success CD, Revision/Assessment/Tool Kit, MCQ Cards, Passcards, Question Banks, Review Exercises, Mock Exams (papers

and suggested solutions), Online Course Companions, Revision Companions, Combined Companions, Online Study Materials, eBooks and Study Texts;

"Synchronous Online Course" means an online course which is only available for access by you on a predetermined start date;

"Terms" means these Terms and Conditions, the Additional Terms and Conditions and the Website Terms of Use (if you purchase an Online Course via the Website);

"Website" means www.bpp.com; and

"you" means the individual purchasing the Online Course.

2. Online Courses

- 2.1. When you place an order for an Online Course via a Reseller you are offering to purchase that Online Course on these Terms. BPP reserves the right to decline or cancel your order, or any part of your order.
- 2.2. A legally binding agreement shall not come into existence until BPP has confirmation of payment for the Online Course from the Reseller.
- 2.3. BPP reserves the right to withdraw, at any time, any Online Courses advertised for sale on the Website and/or the Brochure.
- 2.4. BPP is prohibited from supplying any Online Course and/or Study Materials to any person or entity located in a US embargoed territory, as provided by the US Treasury Office of Foreign Assets Control (OFAC) from time to time.
- 2.5. You must not reside in an OFAC embargoed country whilst accessing the Online Course or attempt to access the Online Course from an OFAC embargoed country, or from an IP address associated with an OFAC embargoed country.
- 2.6. You must not make payments to the Reseller, regardless of where you are, from an OFAC embargoed country financial institution.
- 2.7. BPP have shall have the right to immediately revoke your access to the Online Course if it determines, in its sole discretion, that you have violated any of the conditions outlined in clauses 2.4 to 2.6.

3. Payment Terms

- 3.1. The Fee for any Online Course at any given time will be displayed on the Website and the Brochure and/or will be notified to you by the Reseller. Fees are quoted exclusive of VAT (or other applicable sales tax) and exclusive of any Additional Charges.
- 3.2. Your order will be confirmed only upon confirmation of receipt of the Fee in cleared funds by the Reseller.
- 3.3. The provision of the Online Course is contingent upon BPP having confirmation of received cleared funds from you in respect of the Fee for the relevant Course. Without prejudice to BPP's rights and remedies under these Terms, if any sum payable is not paid in cleared funds on or before the due date, BPP reserves the right, forthwith and at BPP's sole discretion, to suspend the provision to you and refuse you entry to the relevant Online Course.
- 3.4. Where Study Materials are purchased with the Online Course and they are supplied by BPP LM, BPP PE may act as agent for BPP LM in respect of payments for any Study Materials supplied.
- 3.5. No Study Materials will be dispatched to you by BPP LM or be made available for collection, unless BPP has received confirmation that full payment in cleared funds has been made by you (including payment of delivery charges where applicable) in respect of the related Fee.

4. Cancellation Rights

- 4.1. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you may cancel your purchase of the Online Course within a period of 14 calendar days ("**Cancellation Period**") from the date on which the contract is concluded subject to clause 4.3.

- 4.2. If you cancel your purchase you must return any Study Materials you may have received without undue delay and not later than 14 calendar days after you confirm cancellation. Study Materials must be in a reasonable and re-saleable condition (for audio, video or software products this means in the sealed package in which they were delivered). You will be liable for the cost of returning any goods unless agreed otherwise in writing.
- 4.3. Your right to cancel and obtain any refund will be lost if you have given BPP express consent to supply the Online Course or Online Study Materials to you during the Cancellation Period or if you access the Online Course or Online Study Materials before the expiry of the Cancellation Period.
- 4.4. Your order of an Online Course is personal to you and you will not be permitted to transfer your enrolment on an Online Course to any other student.

5. Study Materials

- 5.1. Where hard copy Study Materials accompany the Online Course and they are supplied by BPP LM, and provided subject to clause 3.5.
- 5.2. When ordering Study Materials 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. Additionally, please note that when you order Study Materials, 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.

6. Online Course Content and Access Terms

- 6.1. Please see the description of the Online Course on the Website and/or in the Brochure and/or as provided by the Reseller for details of the contents of the available Online Courses.
- 6.2. You acknowledge that BPP operate a zero tolerance policy in relation to inappropriate behaviour of students. In particular, abusive behaviour directed at BPP's staff or other students and unfair or dishonest practices including but not limited to cheating, will not be tolerated under any circumstances. BPP may, at its reasonable discretion, and without liability or an obligation to refund the Fees, refuse to supply any Online Course to you.
- 6.3. You will be notified when you have access to the Online Course purchased and for the length of time such access will be made available to you, unless any such Online Course is removed.
- 6.4. The receipt of an Online Course is personal to you and you may not transfer your rights to access the Online Course or provide an Online Course to any other person.
- 6.5. 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 to pay these charges.

7. VLE Enhanced Classroom Product

- 7.1. If the Online Course you purchase grants you access to BPP's virtual learning environment (VLE), then the terms in this clause 7 shall apply.
- 7.2. You will be notified when you have access to the VLE content purchased and for the length of time such access will be made available to you, unless any such content is removed.
- 7.3. The receipt of the VLE content is personal to you and you may not transfer your rights to access the VLE content or provide the VLE content to any other person.
- 7.4. You may incur charges to your internet service provider while you are accessing and/or downloading the VLE content. Charges may also be payable to third parties for use of the software necessary to access and/or download the VLE content. You are responsible to pay these charges.
- 7.5. VLE content is a product to be used as an enhancement to BPP's Online Courses. There is no fee paid by you to receive access to this product and therefore no refund for this product is available in any circumstances. BPP have no responsibility to provide this content to you, to keep this content up to date or to monitor this content.

- 7.6. BPP make no warranties, whether express or implied in relation to the accuracy of any VLE content. VLE is provided on an "as is" and "as available" basis. All warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded with regards to VLE, to the extent permitted by law, including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy and completeness.
- 7.7. If for any reason, the Online Course is cancelled (by you or by BPP) then access to the VLE content will be cancelled immediately.

8. System Requirements

- 8.1. Please note that it is your responsibility to check that the computer you plan to use to access your Online Study Materials and the Online Course (and BPP's online learning environment, where applicable) is compatible with the minimum specification requirement that relates to the Online Course you are ordering. The current minimum specification requirements for the Online Courses are:

Operating System	Windows 10
	One of the three most recent versions of macOS. When a new version of macOS is released, the macOS requirement becomes one of the then-current three most recent versions: the new version of macOS and the previous two versions.
Processor	Windows: 1.6 gigahertz
	Mac: Intel processor
Memory (RAM)	4GB or higher
Free Hard Disc Space	10GB or higher
Screen Resolution	Windows: 1280 x 768 or higher
	Mac: 1280 x 800 or higher
Graphics:	Windows: Graphics hardware acceleration requires DirectX 9 or later, with WDDM 2.0 or higher for Windows 10 (or WDDM 1.3 or higher for Windows 10 Fall Creators Update). Skype for Business requires DirectX 9 or later, 128 MB graphics memory, and 32 bits per pixel capable format.
	Mac: no specific requirements
HTML	Version 5
Adobe Reader	Version 7 or higher
Internet Browser:	Google Chrome 66 (April 18) and above
	Microsoft Edge 17 (April 18) and above
	Apple Safari 12.1 (March 19) and above
	Firefox 67 (May 2019) and above

While certain operating systems and browsers are not officially supported it is probable that you will be able to use them to view content. BPP will try to assist where possible but cannot guarantee resolution of the issue if you use one of the unsupported operating systems or browsers.

9. Modifications to content of existing courses or technology enhancements

- 9.1. From time to time, BPP may make modifications, enhancements or issue clarifications (for example, to clarify ambiguous regulatory drafting) to the audiovisual, interactive or written Online Courses. You will have

access to such changes free of charge only to the extent that such changes relate to the Online Course purchased by you.

10. Annual (or other term) Updates

- 10.1. Certain Online Courses will periodically be superseded by new legislation or the issue of new regulations. Following the enactment of new legislation or the issue of new regulations, BPP may produce Online Courses covering the new material. If new legislation or regulations supersedes existing Online Courses, these may be available for purchase as new Online Courses.
- 10.2. For the avoidance of doubt, purchase of a current Online Course does not entitle you to have access to future revised Online Courses as part of the original purchase.

11. Technical Support and Access

- 11.1. BPP will provide technical and content support to individuals who have purchased an Online Course in respect of the Online Course purchased (and MyStudy, where applicable), in accordance with the provisions referred to below.
- 11.2. If you report a fault to BPP, BPP will use reasonable endeavours to provide a solution but BPP does not guarantee that the technical support provided will resolve your technical problems. If you receive technical advice from BPP then BPP will not accept any responsibility for any problem if you do not ensure that such advice is strictly followed.
- 11.3. BPP 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 may elect to offer technical support and the extent of any such technical support is entirely at the discretion of BPP.
- 11.4. You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to the 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.
- 11.5. BPP will use reasonable endeavours to make the Online Course (and MyStudy, where applicable) available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. BPP 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 Online Courses or the Website.
- 11.6. You also accept and acknowledge that BPP cannot be held responsible for any delay or disruptions to your access to the Online Course (and MyStudy, where applicable) as a result of such suspension or any of the following:
 - 11.6.1. the operation of the internet and the World Wide Web, including but not limited to viruses;
 - 11.6.2. any firewall restrictions that have been placed on your network or the computer you are using to access the Online Course (or MyStudy, where applicable);
 - 11.6.3. failures of telecommunications links and equipment; or
 - 11.6.4. updated browser issues.

12. Warranties

- 12.1. BPP will provide the Study Materials in accordance with the Online Course description.
- 12.2. BPP expects you to take reasonable care to verify that the Online Course and Study Materials in question will meet your needs. BPP does not make any commitment to you that you will obtain any particular result from your use of the Study Materials or that you will obtain any particular qualification on completion of the Online Course.
- 12.3. BPP does not make any representation, guarantee or commitment to you that the Study Materials will be error free.

- 12.4. BPP does not make any commitment that the Online Course or MyStudy will be compatible with or operate with your software or hardware.
- 12.5. 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.

13. Limitation of liability

- 13.1. The exclusions and limitations of liability contained in these Terms do not apply to a party's liability: (i) for fraud or wilful default; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.
- 13.2. Except as set out in these Terms, BPP 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:
 - 13.2.1. indirect or consequential losses;
 - 13.2.2. loss of income or revenue;
 - 13.2.3. loss of business;
 - 13.2.4. loss of anticipated savings; or
 - 13.2.5. loss or corruption of data.
- 13.3. BPP is not responsible to you for any data that you lose either (a) as a result of accessing the Online Course, or (b) as a result of accessing MyStudy, or (c) during completion of any Online Course. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the Online Study Materials or MyStudy, and (ii) all data that you are inputting when completing the Online Course.
- 13.4. Save as otherwise set out in this section "Limitation of liability", BPP's maximum aggregate liability to you for any claims that you may have against BPP for direct loss in contract, tort or otherwise arising out of or in connection with these Terms, the Online Course and the Study Materials and any technical support shall be limited to the amount of the Fee which has been paid, or is payable, by you.
- 13.5. BPP will not be held responsible for any delay or failure to comply with its obligations under these Terms if the delay or failure arises from any cause which is beyond BPP's reasonable control. This condition does not affect your statutory rights.
- 13.6. Each provision in this clause 13 shall be construed separately as between you and BPP. 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.

14. Disclaimer

- 14.1. The Online Courses are for training purposes only. BPP will not accept any responsibility to any party for the use of the tuition provided and/or the contents of the Study Materials for any purpose other than training for educational purposes, including but not limited to the giving of advice by you to any third party.

15. Intellectual property

- 15.1. At all times, BPP and/or its licensors, remain the owner of the intellectual property in the Online Courses, the Study Materials and MyStudy content. No Online Course and/or Study Materials and/or MyStudy content, nor any part thereof may be reproduced, stored in a retrieval system or transmitted any form or by any means without the prior written permission of BPP.
- 15.2. In consideration of payment of the Fee, BPP grants to you a non-exclusive, non-transferable licence to use the Study Materials and MyStudy content for the sole purpose of studying for the Online Course. For Online Study Materials the licence granted is to use the Online Study Materials on one device only.
- 15.3. 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 or MyStudy content. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Online Study Materials or MyStudy or create derivative works based on the whole or any part, or which incorporate, the Study Materials or MyStudy into any software program.

- 15.4. Use of the Study Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either BPP's copyright or BPP's other intellectual property rights, and/or the copyright or other intellectual property rights of BPP's licensors.

16. Data protection

- 16.1. You agree that BPP may process your personal data in order to perform its obligations and enforce its rights under this agreement and in accordance with the Data Protection Act 2018 and BPP's privacy policy (www.bpp.com/privacy).
- 16.2. In order to deliver the Online Course to you, BPP and the Reseller will share your personal data (including: name, contact details, details of the Online Course undertaken, issues or complaints raised by you about the Online Course, and confirmation of fees paid). Please contact the Reseller for information on how they process your personal data.

17. General

- 17.1. BPP may update or amend these Terms and Conditions 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.
- 17.2. These Terms and Conditions 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 and Conditions.
- 17.3. You may not assign or sub-contract any of your rights or obligations under these Terms and Conditions to any third party unless we agree in writing.
- 17.4. BPP may assign, transfer or sub-contract any of its rights or obligations under these Terms and Conditions to any third party at its discretion.
- 17.5. No relaxation or delay by BPP in exercising any right or remedy under these Terms and Conditions 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 in writing.
- 17.6. If any of these Terms and Conditions are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms and Conditions shall remain in full force and effect.
- 17.7. The agreement between you and BPP will be concluded in English only.
- 17.8. Except as stated in these Terms and Conditions, the agreement between you and BPP 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.
- 17.9. These Terms and Conditions, and any other matters arising out of or in relation to these Terms and Conditions, 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 and Conditions.

18. Contact us

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