

Terms and Conditions

ISLE OF MAN TERMS & CONDITIONS

Definitions

ACSP: Association of Corporate Service Providers.

Agreement: the Booking Form and these Terms and Conditions.

Booking Form: the online booking form for the Course(s) which can be found at <https://www.bppci.com/acsp/booker>.

BPP: BPP (CI) Limited.

Course(s): the course or courses identified in the Booking Form.

Data Protection Legislation: the (i) Data Protection Act 2018, the Data Protection (Application of GDPR) Order 2018 and GDPR and LED Implementing Regulations 2018; (ii) General Data Protection Regulation ((EU) 2016/679) (each as amended or updated from time to time); and (iii) any successor legislation applicable in the Isle of Man.

Fees: the fees payable by the Customer or Customer Employer as set out in the Booking Form for any Course.

Customer: the individual identified on the Booking Form as the “Delegate” or the “Student”.

Employer: the employer of a Customer, as identified in the Booking Form, who has agreed to pay the Fees.

1. PARTIES AND APPLICATION

1.1 Under and subject to this Agreement, tuition on the Course and all study materials shall be provided by BPP.

1.2 Where an Employer is sponsoring the Fees for the tuition, BPP will not be obliged to supply tuition or study materials until such time as that Employer has paid the Fees in full.

1.3 By applying for tuition, the Customer agrees to be bound by this Agreement.

1.4 Where an Employer completes and submits the Booking Form on behalf of the Customer, the Employer agrees to be bound by the terms of this Agreement where applicable.

2. PAYMENT TERMS

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

2.2 BPP reserves the right to:

- charge late payment interest on any outstanding Fees, at a rate of 4% above the Bank of England base rate; and
- recover any reasonable debt collection costs in connection with this Agreement.

2.3 Where an Employer completes and submits the Booking Form on behalf of the Customer, the Employer is liable for all unpaid Fees. Where the Customer completes and submits the Booking Form and chooses to invoice an Employer for payment of the Fees, the Customer and the Employer are jointly and severally liable for all unpaid Fees.

3. STUDY MATERIALS

3.1 All study materials supplied to the Customer are provided by BPP.

3.2 BPP must be notified of any queries or complaints within 14 days of receipt of study materials.

4. CLASSROOM COURSES

4.1 Customers attending a classroom Course will be provided with study materials by ACSP (courtesy of BPP) on the first day of the Course.

4.2 BPP reserves the right to cancel, reschedule, or change the location of a Course, if in the opinion of BPP, such an action is necessary. BPP will notify the Customer as soon as the change is made. In such circumstances, the Customer has the option to transfer to an alternative course date (subject to availability and the approval of the Employer where applicable), or to receive (or the Employer receive where applicable) a refund or credit note for the Fees paid.

4.3 Subject to availability, provided full payment has been received, and BPP is informed at least 14 working days prior to the Course start date, it may be possible to transfer to a different course of the same value, for which a course transfer fee of £25 will be charged. Such transfer may also give rise to an additional charge by BPP for replacement study materials.

4.4 Under no circumstances are Courses or study materials transferable.

4.5 Customers may cancel a classroom Course provided that at least 14 days' notice is given to BPP prior to the start date of the Course and a refund of the Fees will be given (less a deduction for study materials and a cancellation fee of £100). For cancellations notified less than 14 days prior to the start date of the Course, no refunds will be given.

For Courses booked from 1 October 2019 the following clause 4.6 and 4.7 shall apply in addition to clause 4.5:

4.6 Where the cost of the cancelled Course is less than £100 no refund will be payable by BPP and no administration or cancellation fee in excess of the Fees will be payable by you.

4.7 Where BPP issues you (or your Employer) with a credit note, that credit note will be valid for 12 months from the date of its issue. Any credit not used within 12 months will be written off and no alternative will be offered.

5. INTELLECTUAL PROPERTY

5.1 BPP grants the Customer a non-transferable, non-exclusive licence to use BPP's products supplied to that Customer under the terms of this Agreement.

5.2 The licence in clause 5.1 automatically terminates upon termination of this Agreement for whatever reason.

5.3 The Customer warrants that they shall only use BPP's products for their own educational purposes and shall not, without BPP's prior written consent, copy, make available, retransmit, reproduce, sell, disseminate, licence, distribute, publish, broadcast or otherwise circulate BPP's products (or any part of them) to any person other than in accordance with this Agreement.

5.4 The Customer shall fully indemnify BPP in respect of any infringement of any intellectual property rights arising as a result of their use of BPP's products in breach of this Agreement.

6. CHANGE OF ADDRESS OR OTHER CONTACT DETAILS

Each Customer must notify BPP in writing of any change in their contact details or employment details, including the email address specified on the Booking Form.

7. SECURITY

Personal possessions are the sole responsibility of the Customer, and BPP and ACSP do not accept any responsibility for anything that is lost or stolen from their premises. Customers are advised to keep valuables with them at all times.

8. NOTICES

Any notices required to be served by BPP under this Agreement will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address (at BPP's discretion) provided by the Customer on the Booking Form.

9. LIMITATION OF LIABILITY

9.1 The liability of BPP 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 Customer (or Employer) for the Fees.

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

10. WARRANTY

10.1 BPP warrants that study materials will be of satisfactory quality but does not warrant that study materials will be error free.

10.2 BPP warrants that it will perform any services under this Agreement with reasonable skill and care.

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

11. DATA PROTECTION

11.1 The Customer (and the Employer where applicable) agree that, as provided in the Booking Form, personal data collected for the purposes of this Agreement will be shared between BPP and ACSP and processed in accordance with the Data Protection Legislation and both parties' privacy policies (available at www.bpp.com/privacy and <http://www.acsp.co.im/privacy-policy>).

11.2 In addition, the Customer agrees that, where the Course has been paid for by an Employer, BPP and/or the ACSP may share information regarding the Customer's attendance and performance with the Employer.

12. VALIDITY

If any provision of this Agreement 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.

13. GOVERNING LAW AND JURISDICTION

This Agreement and any non-contractual matters arising out of it shall be governed by the laws of Jersey. The parties to this Agreement irrevocably submit to the exclusive jurisdiction of the Jersey Courts for the determination of disputes arising out of and/or under this Agreement.

14. DISCOUNTS

In the event that several discounts may apply to a Course the Customer shall be entitled only to one discount, at its discretion. In the event of any inconsistency between the Terms and Conditions on BPP's website and those contained in this Agreement, this Agreement shall take precedence.

October 2019