

Terms & Conditions

Acacia Learning Limited

1. Interpretation

"Acacia Learning Limited/AL/Our" means we the company who provide the course and all persons acting on behalf of the company.

"Student/You/Your" means the individual enrolled/enrolling on to a course with Acacia Learning Limited.

"CIPD" means The Chartered Institute of Personnel and Development.

2. Acceptance of terms

2.1 These terms of business and the information you provide when enrolling for a course comprise the agreement pursuant to which once your enrolment is accepted Acacia Learning Limited (hereafter to be referred to as AL) will provide the requested course including materials to the student.

2.2 By submitting your enrolment form you agree to be bound by these terms and conditions.

2.3 A binding contract is formed when AL accepts your enrolment form to join a course and sends you or your employer confirmation by email.

(i) Applicable to self-funding students;

Under the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* you then have fourteen calendar days in which to cancel by completing and sending through the Cancellation Form for Self-Funding Students via email after which the payment terms as set out below become effective immediately.

A copy of the Cancellation Form for Self-Funding Students can be found at the bottom of the Terms and Conditions page on our website under related documents. Alternatively you can request a copy from the office by calling 0208 239 1323 or emailing students@acacialearning.co.uk.

If you would like to start your course before the end of the fourteen days cancellation period then you may choose to waive your right to cancel under the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*. If you do not wish to waive this right then you can only start your course once this cancellation period has passed.

(ii) Applicable to company sponsored students;

There is no cancellation period for business to business sales. The payment terms as set out below become effective immediately.

3. Payment Terms

3.1 Where payment is being paid in full by the student (unless clauses 3.3 or 3.4 apply) it must be received by AL within 30 days of the date of the invoice or within 7

days of the start date or your course whichever is sooner. Where your employer is making the payment it must be paid within 30 days of the date of the invoice or 7 days before the start date of your course whichever is sooner. Payment should be paid by BACS to the account quoted on the invoice and quoting the invoice number or by debit or credit card by telephoning the AL office on 0208 239 1323 between 10am and 5pm Monday to Friday. Payment can be taken outside business hours by prior mutual agreement with AL. Please note that a charge of 2.5% of your course fee will be made for credit card payments. Payment in full must be received before the student starts the course.

3.2 Where an employer is to pay course fees on behalf of a student both the student and employer shall be jointly and severally liable for all unpaid invoices.

3.3 Where the student is studying for either the CIPD Foundation or Intermediate level course and is self-funding AL may agree to payment of the course fees by instalments. This will comprise of a maximum of six equal payments to be paid by instalments to AL over six consecutive months the first payment being due within 30 days from date of the invoice or 7 days before the start date of your course whichever is sooner. The total invoice amount must be paid within 180 days of the date of the invoice. Payment must be paid by BACS. Please note that a charge of 5% plus Vat will be made for payment by instalments. The first payment must be paid before the student starts the course and all payments must be made ahead of completion of the course. Results will not be processed where there are outstanding fees.

3.4 Where the student is studying for the CIPD Advanced Level and is self-funding AL may agree to the payment of course fees by instalments. This will comprise of a maximum of nine equal payments to be paid by instalments to AL over nine consecutive months the first payment being due within 30 days from date of the invoice or 7 days before the start date of your course whichever is sooner. The total invoice amount must be paid within 270 days of the date of the invoice. Payment must be paid by BACS. Please note that a charge of 5% plus Vat will be made for payment by instalments. The first payment must be paid before the student starts the course and all payments must be made ahead of completion of the course. Results will not be processed where there are outstanding fees.

3.5 Where payment by instalments is agreed, the student should set up a standing order with their bank and send an e-mail to AL stating how much and on which dates the remaining payments are to be made.

The student must set up the standing order and the first payment must be paid before the student can start the course.

3.6 If any payment is not paid by its due date AL may: (i) charge 5% interest on any unpaid amount; and/or (ii) refuse entry to the student to any course or any module thereof; and/or (iii) delay publication of assessment results and/or (iv) terminate this agreement if any payment is 14 days or more late. However outstanding fees will still be payable.

3.7 You will be liable to reimburse us for any legal costs incurred to recover any monies due from you to us (including any pre-issue costs).

4. Classroom Courses

4.1 AL will provide on-line access to AL materials to Students attending courses after their first day of attending the course. Students' personal e-book voucher will be supplied within one month of commencement of the course as will access to student membership of the CIPD. AL will advise you of the text we recommend for your course for you to purchase with your e-book voucher.

4.2 Personal possessions are the sole responsibility of the Student and AL accepts no responsibility for anything that is lost or stolen from its venues. Students are advised to keep valuables with them at all times.

5. Intellectual Property

5.1 All intellectual property rights in all AL course materials belong to and shall remain the property of AL and neither the Student nor any other person shall obtain any intellectual property rights in any AL course materials.

5.2 AL grants the Student a non-transferable non-exclusive licence to use the AL course materials strictly for the purpose of participating in the relevant course and to use the same for the Student's own educational non-commercial purposes.

5.3 You shall ensure that AL course materials with which you are supplied by AL are only made available to and accessed by you in accordance with clause 5.2 and you must not make available, copy, disseminate, sub-license, distribute, sell, publish, broadcast or otherwise supply in any medium any such materials to any third party.

5.4 The Student shall indemnify AL against all liability, loss, damage, costs and expenses (including legal costs), whether direct or indirect, incurred by AL arising out of any breach of any of the provisions of this clause.

6. Cancellation and Deferral

6.1 Transferring to an alternative module date (for whatever reason): two free transfers can be made after which there will be a £100 administration charge for a third request (payable immediately) and £200 for each further request.

6.2 There is no charge to an employer who changes the name of the employee to be sponsored before the start of the course.

6.3 Without prejudice to the rights of the Student under the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* if the Student wishes to cancel a course the Student may do so by written notice via email to AL prior to the course start date and shall be liable to pay the following charges: (a) if 30 days' or more notice is given in advance of the course start date a charge equal to 50% of the total price for the course; or (b) if less than 30 days' notice is given in advance of the course start date a charge equal to 100% of the total price for the course.

6.4 If the Student fails to attend the course, for whatever reason, the full course fee is payable.

6.5 On receipt of confirmation of enrolment by e-mail your module start dates and

venues will be confirmed to you. Where the student has not yet decided upon a date or venue for any module alternatives will be offered to you for your agreement. There may be cases where the AL timetable is still to be updated and in these instances these module start dates will be confirmed to you at a later date. Whilst AL will endeavour to make every effort to adhere to the agreed module start dates, venues and individual classes within the modules, from time to time, for reasons beyond AL control it may be necessary to change or postpone a particular module, class or venue. Adequate notice will be given to you via e-mail/telephone call and alternative dates and venues will be offered. Any change in module start dates and classes within the module will not be cause for any cancellation of the course on your part.

7. Data Protection

7.1 The Student agrees that in relation to any personal data provided by or on behalf of the Student to AL, AL may use such personal data to: (i) perform its obligations (including its obligations to the CIPD); (ii) enforce its rights under this agreement; (iii) inform the Student about courses, products or services which AL believes may be of interest; (iv) inform the Student of assignment results from the course and any feedback considered relevant; (v) where the Student's employer pays the course fees and at the request of the employer provide the Student's employer with information regarding the Student's progress, results and attendance.

8. Confidentiality

8.1 AL and the Student shall keep confidential any information relating to either party (AL or the Student) which is either marked "confidential" or which ought to be reasonably assumed is confidential and which is disclosed to it by the other party and shall only use such information in relation to the provision of courses.

8.2 Confidential 3rd party Information shall include (but not be limited to) discussions within the classroom and written assignments which, for example, relate to company procedures and/or policies.

9. Termination

9.1 This agreement may be terminated immediately if the Student fails to pay any instalment of the invoice payment or if applicable the Student's employer fails to pay the invoice, in either case within 14 days of the required payment date. On termination any outstanding fees shall be payable in full forthwith.

10. Force Majeure

10.1 AL will not be liable for any failure to perform or any delay in the performance of any of its obligations under this agreement that is caused by an event(s) outside the control of AL, such as natural disasters, that could not be avoided through the exercise of due care.

11. Complaints

11.1 If you have a complaint about your course or any aspect of our service to you please email us at students@acacialearning.co.uk or write to us at 26 Havelock Walk, London, SE23 3HG.

If you are pleased with any aspect of our services please e-mail us at students@acacialearning.co.uk or write to us at 26 Havelock Walk, London, SE23 3HG.