



## step1 - personal details

Please fill in your details in the box(es) below.

Full Name: .....

Address: .....

.....

.....

Post Code: .....

Daytime tel: .....

Evening tel: .....

Date of birth: DAY ..... MONTH ..... YEAR .....

Email: .....

## step2 - your course of study?

Please fill in your course(s) of study in the box(es) below.

COURSE	CODE	COST	POSTAGE & PACKAGING	TOTAL COST
e.g. Teaching Assistant	CC213	£275.00	£9.99	£284.99

## step3 - how do you wish to pay?



Please make your choice of payment

### PAYMENT IN FULL

Simply tick the box for your chosen payment method. If paying by cheque or Postal Order remember to include it with your completed enrolment form. If you choose to pay in full by Credit or Debit Card please complete your card details as indicated below or call us on 0800 074 1222 to pay over the phone.

CREDIT/DEBIT CARD - please complete card details below     CHEQUE     POSTAL ORDER    3 DIGIT CODE

CARD NUMBER:  EXPIRY DATE  START DATE  ISSUE NUMBER

NAME AS IT APPEARS ON CARD (please print in capitals) .....

CARDHOLDER'S ADDRESS: .....

..... POSTCODE: ..... CARDHOLDER'S SIGNATURE:

## terms and conditions

### 1. Definitions

In this Agreement unless otherwise stated:

- (i) "Distance Learning Package" shall mean the course(s) identified and all related Materials, support and tuition where applicable;
- (ii) "Materials" shall mean the learning materials and books for the Distance Learning Package or any part of them (and shall include any replacement training materials and books in the event that you transfer Distance Learning Package in accordance with Clause 5);
- (iii) Your "Support Period" depends on which course you choose to study and will be one and year unless otherwise stated in your course materials.
- (iv) singular words shall include the plural and vice versa; and
- (v) headings are included for convenience only and shall not affect the construction or interpretation of this Agreement.

### 2. Payments

- (i) We agree to sell and you agree to buy the Distance Learning Package for the Total Cost/Cash Price and on the terms set out on this page and overleaf.
- (ii) Under no circumstances shall we be deemed to have received payment until payment has actually been received by us in full.

### 3. Care of the Materials

- (i) We will reserve all the Materials in your name and store them at the Start learning Centre.
- (ii) We will release the Materials to you in compact learning units or in full as you progress through the Distance Learning Package to enable you to work systematically through the core material.
- (iii) You will inspect each set of materials promptly following delivery. You will tell us about any omission as soon as it is reasonably possible.

### 4. Services

- (i) During the Support Period, we will provide you with support and tuition as set out in [the Materials].
- (ii) If requested, we may at our sole discretion, extend the Support Period for an agreed fee.
- (iii) If you are sitting an external examination at the end of your Distance Learning Package, we will provide you with such information as we have in our possession to assist you in making such examination arrangements. In all other respects, you will be solely responsible for making arrangements to enable you to sit the examination and for any and all fees in relation thereto.
- (iv) If we, at our sole discretion, assist you in making your examination arrangements by providing you with information about the time and location of local examinations or reserving an examination place for you, you acknowledge that we shall not be responsible for any losses incurred by you as a result of inaccurate information provided in connection with any such arrangement except such losses, excluding business losses, caused by failure to act with reasonable care and skill.

### 5. Start Learning Course Transfer Facility

- (i) If you wish to transfer to a different course, we may at our sole discretion agree to such transfer.
- (ii) Unless you are paying under a Credit Agreement, if we agree that you may transfer to a different course, we will transfer the fees paid for the Distance Learning Package you wish to discontinue towards the amount payable for the new course PROVIDED THAT we receive payment from you for the balance of fees due in respect of the new course (if more expensive than the discontinued Distance Learning Package) and an agreed transfer fee will be payable to cover our tuition and/or administrative costs.

### 6. Warranties and Limitation of Liability

- (i) We warrant that the Materials will be of satisfactory quality but do not warrant that the Materials will be error free.
- (ii) We warrant that we will perform any services provided hereunder with reasonable skill and care.

(iii) We intend to rely on the written terms set out here and on the other side of this document. If you require any changes, please ensure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what we, and you, are expected to do.

- (iv) Other than in respect of liability for death or personal injury arising from our negligence, we shall not be liable for: (a) losses that were not foreseeable to both parties when this Agreement was made; (b) losses that were not caused by any breach on our part; or (c) business losses and/or losses to non-consumers.
- (v) Our liability for direct losses arising out of our 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 total price paid for the Distance Learning Package as quoted overleaf.
- (vi) Other than in respect of liability for death or personal injury arising from our negligence, we shall not be liable for any indirect or consequential loss or damage whatsoever (including without limitation any loss of profits, loss of revenue, loss of opportunity or your liabilities to third parties) which you may suffer arising out of or in connection with this Agreement.

### 7. Other Terms

- (i) No relaxation or indulgence which we may extend to you shall affect our rights under this Agreement.
- (ii) If any part of this Agreement is held to be unenforceable the remaining terms and conditions shall continue in force.
- (iii) All liabilities or obligations arising under this Agreement shall be enforceable against you after termination of this Agreement.
- (iv) You will notify us immediately in writing of any change in the address specified overleaf. Any notices required to be served under this Agreement, or in accordance with the Act will be deemed properly served if sent by way of prepaid first class post to your last known address.
- (v) This Agreement shall be governed and construed in accordance with the laws of [Scotland] and you hereby agree to submit to the non-exclusive jurisdiction of the [Scottish Courts].

### B. ADDITIONAL NON CREDIT TERMS

#### 8. Payment

- (i) You will submit payment with this enrolment form of the price payable by the method you have indicated on the enrolment form.

#### 9. Cancellation

- (i) Your statutory right under the consumer protection (Distance Selling) Regulations 2000, allows you seven working days from the day after receipt of materials in which to make a written request for cancellation. Unless the parties have agreed otherwise, you will not have the right to cancel by giving notice of cancellation for the supply of computer software if they are unsealed by you or for the supply of online courseware which has been accessed by you.

**IMPORTANT: USE OF YOUR INFORMATION** This privacy statement applies to any personal data you may give Start Learning Ltd. We collect any personal data you may give us when you begin your course. We will also collect contact details from prospective students. We maintain data on your transactions with us as well as your use of our services. We would like to use your personal data to provide you with further information about our products and services. Please indicate if you do not want to be contacted by Mail, Email, Telephone. We will not pass on your details to any third party. To receive a copy of the full privacy statement or to access or modify your information or change your preferences, please contact us by email at: info@start-learning.co.uk or by post to - Start-learning, 385 Sauchiehall Street, Glasgow G2 3HU.