

ActEd/IFE Terms and Conditions

Classroom courses (Face-to-face and Online)

Dated: 20 September 2018

These Terms and Conditions and the completed order or online application form apply to the sale of any ActEd Classroom Course. Please read these General Terms and Conditions carefully before purchasing a Classroom Course and print off a copy for your records.

1. **Definitions**

- "ActEd" means Actuarial Education Company Limited registered at BPP House, Aldine Place, 142-144 Uxbridge Road, London, W12 8AA, with registered number 3062375; Place of business: McTimoney House, 1, Kimber Road, Abingdon, OX14 1BZ.;
- "Additional Charges" means any amounts payable which are not Course Fees and may include, but are not limited to, payment for the delivery of Course Materials, any re-sit fees which ActEd may charge from time to time if applicable, any administration charge for switching location, amounts payable to the professional body for student/delegate registration, exemptions, examination entries and re-sit fees, which are payable by you separately to the relevant professional body and any import duties, taxes and customs clearances which may be payable;
- "IFE" means Institute and Faculty Education Limited, a subsidiary of the Institute and Faculty of Actuaries, a company registered at Staple Inn Hall, High Holborn, London, WC1V 7QJ, with registered number 3037559; Administrative office: 1st Floor, Park Central, 40/41 Park End Street, Oxford, OX1 1JD;
- "Brochure" means any online or hard copy document that is produced by ActEd, including the *Tuition Bulletin* to provide detailed information with respect to the Classroom Courses these terms and conditions cover;
- "Classroom Course" or "Tutorial" means the classroom course to be delivered and the Course Materials to be provided at the course by ActEd;
- "Course Fee" means the fee payable for the Classroom Course excluding any Additional Charges;
- "Course Materials" means the materials provided by ActEd in the course of the delivery of the Classroom Course;
- "Terms" means these terms and conditions;
- "Finalisation Date" means the relevant date for each course as specified in ActEd's up-to-date Tuition Bulletin, available at http://www.acted.co.uk/Html/tutorials_tuition_bulletin.htm;
- "you" means the individual applying for the classroom course;
- "Website" means www.ActEd.co.uk and any and all sub domains of ActEd.co.uk; and
- "Online Store" means the online store at www.ActEd.co.uk, usually accessed via the url www.ActEd.co.uk/estore.

2. **Ordering Procedure**

- 2.1. We recommend that you apply for your tutorials using our Online Store at www.ActEd.co.uk/estore, where you will be able to view provisional venues and see an indication of the number of spaces available on each course. Alternatively you may use the up-to-date Tutorial Application Form, available from our [Website](#).
- 2.2. The Online Store and order form allow you to specify your first, second and third choice courses in each subject. If a place is available on your first choice course when we receive your application, then you'll be given a provisional place on that

course. If your first choice course is full, you'll be given a provisional place on your second choice course and so on.

- 2.3. If all of your chosen tutorials are full, your name will be added to the waiting list for your first choice course. You may get a place on your first choice tutorial if a space becomes available, eg if a student cancels. You must let us know if you wish to be removed from a waiting list. Otherwise, cancellation charges will apply if you are subsequently allocated a place on that tutorial and you cancel after the Cancellation Period (defined in Clause 4.1).
- 2.4. Shortly after you apply for a course we will email an acknowledgement of your provisional application. (You will only receive a letter in the post if we do not have an email address for you on our database.) If you do not receive an acknowledgement within four days for each of the courses you have applied for, you should contact ActEd immediately to check that we have received your application.
- 2.5. We will email or post to you 2-3 days after the relevant Finalisation Date with full details of your confirmed tutorial place.
- 2.6. A provisional place does not guarantee that the course will run – this will depend on a sufficient level of demand at finalisation. It is also possible, although unlikely that you could lose your place on the course at finalisation if a student who applied before you, does not obtain a place on their first-choice course due to a course cancellation. Therefore, you should avoid making any travel arrangements until you have received the final confirmation of your booking. You, or your employer, will receive an invoice for your tutorial place shortly after the relevant Finalisation Date.
- 2.7. If you change your email address you must let us know immediately so that we can keep you up-to-date with details of your booking.
- 2.8. ActEd will endeavour to run all advertised courses where we have received a sufficient number of applications by the Finalisation Date (this is normally, but not guaranteed to be, around 8 applications and depends upon the level of demand for other courses).
- 2.9. We will endeavour but cannot guarantee to add extra groups at finalisation for students still on a waiting list at that time. You may choose to come off a waiting list and apply for another course at any time.
- 2.10. When you place an order for a Classroom Course (either via the Online Store, by post or email) you are offering to purchase that Classroom Course on these Terms. ActEd shall have the right to decline or cancel your order.
- 2.11. A legally binding agreement shall not come into existence until ActEd has given you a confirmed place on a course after its Finalisation Date, by either sending you a separate confirmation email or written confirmation by post, which will be effective upon sending or posting to you at the email or postal address you have provided.
- 2.12. ActEd reserves the right to withdraw at any time Classroom Courses advertised for sale on the Website and/or the Brochure.

3. Payment Terms

- 3.1. The Course Fee (excluding VAT) for any Classroom Course at any given time will be displayed on the Website and the Brochure. The full fee including VAT but excluding any Additional Charges will also be confirmed to you via email before and during conclusion of the contract.
- 3.2. Unless your company has pre-arranged payment facilities with ActEd, debit or credit card details must be provided when you place an order. Invoices are issued, and credit card payments taken, between 5 and 15 working days after the relevant Finalisation Date, once a place has been confirmed. If this time has already passed, we will charge your credit card or invoice you as soon as possible, and within 5 working days, after you have been given a confirmed place on a course.
- 3.3. Invoices to be settled by your employer (or your employer's agent) will be addressed to you personally at your office address unless your employer has already authorised the use of its company account for your order.

- 3.4. If you choose to pay by selecting the “invoice your company” link, subject to Clause 3.8, this will only be accepted by ActEd if your employer has approved credit terms with ActEd and upon receipt by ActEd of confirmation of booking approval from your employer. ActEd will review your order and invoice your employer directly.
- 3.5. If you use the Online Store and are only ordering a Classroom Course and are paying by credit card then in order to capture your card details we will charge you a nominal booking fee of £1 immediately. We can then charge you in full for your tutorials once they have been finalised. The £1 charge cannot be refunded but it will be deducted from the charge for your tutorial booking.
- 3.6. ActEd reserves the right from time to time to change the amount of the Course Fee. In the unlikely event that due to a technical error, the amount of the Course Fee displayed on the Website or in the Brochure is incorrect, ActEd will notify you as soon as it reasonably can.
- 3.7. The provision of the Classroom Course is contingent upon ActEd having received cleared funds from you or your employer (if you select to invoice your employer) in respect of the Course Fee for the relevant Classroom Course. Without prejudice to ActEd’s rights and remedies under these Terms, if any sum payable is not paid in cleared funds within 20 days from the Finalisation Date if you are responsible for paying the Course Fee, or within 30 days from the date of the invoice if your employer is responsible for paying the Course Fee, ActEd reserves the right, forthwith and at ActEd’s sole discretion, to suspend the provision to you and refuse you entry to the relevant Classroom Course.
- 3.8. Where you choose to invoice your employer for the payment of the Course Fee, the following additional terms shall apply:
 - Once you have been given a confirmed place on a course, ActEd will send an invoice to your employer (or their agent) within 20 days of the Finalisation Date, or the booking date if later;
 - Full payment is due within 30 days from the date of the invoice.
 - Payments should be made to IFE Ltd.
 - ActEd reserves the right to charge late payment interest on any outstanding invoices, at a rate of 8% above the Bank of England base rate.
 - ActEd reserves the right to recover any reasonable debt collection costs in connection with this Agreement.
 - The employer is liable for all unpaid invoices.
- 3.9. The Course Fee excludes amounts payable to the professional body for student / delegate registration, exemptions and examination entries, which are payable by you separately and ActEd accepts no responsibility for this.

4. Cancellation and Deferral Terms for face-to-face and Live Online Tutorials

- 4.1. Once you have applied, you may change your choice of course or cancel without charge, so long as we are notified in writing (email is fine) by the Finalisation Date for the course. You must let us know that you wish to cancel whether you have been given a provisional place or been placed on a waiting list.
- 4.2. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you may also cancel your course booking within a period of 14 days from the day the contract is concluded in accordance with Clause 2.11 (“Cancellation Period”).
- 4.3. To cancel your place you must notify ActEd of your decision to cancel by a clear statement by email to ActEd@bpp.com, by fax to +44 1235 550085, by phone to +44 1235 550005 or by post to ActEd, McTimoney House, 1 Kimber Road, Abingdon, OX14 1BZ. You may use the attached model cancellation form, but it is not obligatory.
- 4.4. If you cancel a contract before the Finalisation Date or within 14 days from the day the contract is concluded in accordance with Clause 2.11, we will reimburse to you all payments received from you subject to any deduction in accordance with these

Terms. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. The period for refund will increase to 30 days if ActEd is unable to credit a UK bank account. Refunds will be made using the same method of payment as you used for the purchase. 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.

- 4.5. If you attend one or more sessions of a tutorial during this 14-day Cancellation period, you will pay us an amount that is in proportion to the length of attendance possible until you have communicated your cancellation from this contract, in comparison with the full length of the course.
- 4.6. If you cancel more than 14 days from the day the contract is concluded with ActEd and after the relevant Finalisation Date, there will be a cancellation fee of:
 - 50% of the Course Fee if you cancel more than seven days before the start of the course.
 - 100% of the Course Fee if you cancel within seven days of the start of the course.
- 4.7. If, at the Finalisation Date, you are not allocated a place on one of the courses you requested, or you applied before the Finalisation Date and the dates of your course have changed from those shown on the provisional timetable, you may cancel without charge up to seven days before the start of the course. If you cancel within seven days of the start of the course you will be invoiced for a fee of 100% of the cancelled course fee.
- 4.8. If you cannot attend one or more days of your tutorial then you are still liable for the full cost of the course. However, you may be able to swap to another course of the same type in the same subject – please contact ActEd for more details. If you might change your study plans in the light of your exam results, we recommend that you book a place on a Tutorial with a Finalisation Date after the results are published.
- 4.9. If you receive free or reduced-rate access to the Online Classroom and subsequently cancel your tutorial place (or your tutorial does not run due to lack of demand), then you will be invoiced for the standard price of the Online Classroom (if used).
- 4.10. If, due to unforeseen circumstances, ActEd is unable to run a Classroom Course on a confirmed date, it will endeavour to provide an equivalent Tutorial at a later date. If you are unable to make the rearranged date then ActEd will refund the relevant cost for that day in line with Clause 4.4 above.
- 4.11. Except as set out in this Clauses 4, no cancellations and no deferrals will be permitted for a Classroom Course.
- 4.12. ActEd reserves the right to use its discretion to determine whether to make refunds and/or deferrals in exceptional circumstances which fall outside this Clause 4 and to charge additional fees in any such event.
- 4.13. ActEd reserves the right to cancel a course up to 14 days after its Finalisation Date if the number of students booked on the course falls below 6 due to cancellations. ActEd will then endeavour to find a place for each student on an alternative course but if this is not possible then we will reimburse to you all payments received from you or your employer.
- 4.14. Your right to cancel and obtain any refund will be lost if you have given ActEd express consent to supply any services during the Cancellation Period and the service has been fully performed. If express consent has been given but the service is only part performed, you will be liable to pay for the services actually received.
- 4.15. If the contract is for the supply of digital content your right to cancel and obtain any refund will be lost if you have given ActEd express consent to supply the digital content to you during the Cancellation Period or if you access the digital content before the expiry of the Cancellation Period.

- 4.16. For further details of your rights under the Consumer Contracts Regulations you can visit your local Citizens' Advice Bureau or visit the Competition and Markets Authority website.

5. Classroom Courses

- 5.1. You must comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the premises at which Classroom Courses are provided.
- 5.2. You must only use the premises at which Classroom Courses are provided for the purposes of participating in Classroom Courses.
- 5.3. ActEd shall provide such presenters to present the Classroom Courses as it, in its sole discretion, deems fit and ActEd shall be entitled at any time to substitute any presenter with any other person who, in ActEd's sole discretion, it deems suitably qualified to present the relevant Classroom Course.
- 5.4. If you require a student visa to enable you to study with ActEd you are responsible for obtaining the necessary visa and for ensuring that your attendance is satisfactory to meet your visa requirements.
- 5.5. Your personal possessions are your sole responsibility and ActEd accepts no responsibility and/or liability for anything that is lost or stolen from its venues. You are advised during a Classroom Course to keep your valuables with you at all times.
- 5.6. Please note that it is your responsibility to check that the computer you plan to use to access a Live Online Tutorial is compatible with the [minimum specification requirement](#). You acknowledge and accept that ActEd cannot be held responsible for any technical problems you encounter accessing a Live Online Tutorial.

6. Online Classroom Product

- 6.1. If purchase an Online Classroom at a discounted price alongside a Classroom Course then the following terms in this Clause 6 shall apply.
- 6.2. If you receive free or reduced-rate access to the Online Classroom and subsequently cancel your tutorial place (or your tutorial does not run due to lack of demand), then you will be invoiced for the standard price of the Online Classroom (if used).
- 6.3. The receipt of the Online Classroom content is personal to you and you may not transfer your rights to access the Online Classroom content or provide the Online Classroom content to any other person.
- 6.4. You may incur charges to your internet service provider while you are accessing and / or downloading Course Materials for the Online Classroom. Charges may also be payable to third parties for use of the software necessary to access and / or download Course Materials from the Online Classroom. You are responsible for paying these charges.
- 6.5. Save as expressly set out in these Terms, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any the Online Classroom content. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Online Classroom or create derivative works based on the whole of or any part of the Online Classroom or the Online Classroom into any software program. Use of the Online Classroom not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either ActEd's copyright or ActEd's other intellectual property rights, and / or the copyright or other intellectual property rights of ActEd's licensors.
- 6.6. If there is no fee paid by you to receive access to this product then no refund for this product is available in any circumstances.
- 6.7. If for any reason, the face-to-face tuition is cancelled by you then access to the Online Course will be cancelled immediately unless you agree to purchase the Online Course at the full price.

- 6.8. If you have downloaded or accessed any Online Classroom Materials and subsequently cancel your face-to-face tutorial then a cancellation charge will apply so that the net cost to you of using the Online Course is equal to the full price.
- 6.9. Please note that it is your responsibility to check that the computer you plan to use to access the Online Classroom is compatible with the [minimum specification requirement](#) that relates to the Online Classroom. You acknowledge and accept that ActEd cannot be held responsible for any technical problems you encounter accessing the Online Classroom.
- 6.10. 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.
- 6.11. ActEd will use reasonable endeavours to make the Online Classroom available but cannot guarantee uninterrupted availability. ActEd 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.
- 6.12. You also accept and acknowledge that ActEd cannot be held responsible for any delay or disruptions to your access to the Online Classroom as a result of such suspension or any of the following:
- the operation of the internet and the World Wide Web, including but not limited to viruses;
 - any firewall restrictions that have been placed on your network or the computer you are using to access the Online Classroom;
 - failures of telecommunications links and equipment; or
 - updated browser issues.

7. Warranties

- 7.1. ActEd does not make any commitment to you that the Classroom Course will meet any specific requirements that you have and ActEd expects you to take reasonable care to verify that the Classroom Course in question will meet your needs. ActEd does not make any commitment to you that you will obtain any particular result from your use of the Course Materials or that you will obtain any particular qualification on completion of the Classroom Course (unless otherwise stated on the Website).
- 7.2. ActEd does not make any commitment that the Online Classroom will be compatible with or operate with your software or hardware.
- 7.3. All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible at law.

8. Limitation of liability

- 8.1. 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.
- 8.2. Except as set out in these Terms, ActEd 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:
- indirect or consequential losses;
 - loss of income or revenue;
 - loss of business;
 - loss of anticipated savings; or
- 8.3. loss or corruption of data.

- 8.4. Save as otherwise set out in this section “Limitation of liability”, ActEd’s maximum aggregate liability to you for any claims that you may have against ActEd for direct loss in contract, tort or otherwise arising out of or in connection with these Terms, the Classroom Course, your use of the Course Materials and any technical support shall be limited to the amount of the Course Fee which has been paid, or is payable, by you or on your behalf.
- 8.5. ActEd 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 ActEd’s reasonable control. This condition does not affect your statutory rights.
- 8.6. Each provision in this Clause 8 shall be construed separately as between you and ActEd. 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.

9. Disclaimer

- 9.1. The Classroom Courses are for training purposes only. ActEd will not accept any responsibility to any party for the use of these materials for any purpose other than training, including but not limited to the giving of advice by you to any third party.

10. Intellectual Property

- 10.1. At all times, ActEd or IFE remains the owner of the intellectual property in the Online Courses and the Course Materials. No Online Course and/or Course Materials nor any part of it may be reproduced, stored in a retrieval system or transmitted any form or by any means without the prior written permission of ActEd.
- 10.2. In consideration of receipt by ActEd of the Course Fee, ActEd grants to you a non-exclusive, non-transferable licence to use the Course Materials for the sole purpose of studying for the Classroom Course.
- 10.3. Save as expressly set out in these Terms, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any of the Course Materials. Use of the Course Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either ActEd’s copyright or ActEd’s other intellectual property rights, and / or the copyright or other intellectual property rights of ActEd’s licensors.

11. Data Protection

- 11.1. ActEd will process the information it receives from you or otherwise holds about you in accordance with these Terms and its [privacy policy](#). You consent to the use by ActEd of such information in accordance with these Terms and ActEd’s privacy policy. ActEd will use such information including but not limited to:
- perform its obligations and enforce its rights under these Terms;
 - contact you by email, telephone or post to inform you about other products or services which may be of interest to you;
 - inform you of feedback and test results;
 - communicate with your employer regarding your progress, results and attendance unless you request otherwise when you place an order; and
 - ActEd may share your information with its agents and service providers for these purposes.
- 11.2. Unless you contact us to request otherwise, you agree that ActEd may share the information you provide with other members of the BPP group of companies, who may contact you by email, telephone or post to inform you about other products or services which may be of interest to you. Some members of the BPP group of companies are located outside the European Economic Area in countries providing a lower standard of data protection.

- 11.3. You have the right to receive details of the personal information held by ActEd. You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.
- 11.4. In the event that you do not wish to receive correspondence from ActEd or any member of the BPP group of companies, a written request or email should be sent to the contact details set out at the end of these Terms.
- 11.5. On occasion we may conduct online surveys. This is used to gauge our service, collect demographic information and other information that we may find useful. We may share non-personal, aggregated information with third parties. By purchasing a Classroom Course you agree to ActEd using your information in this manner.

12. Validity

- 12.1. 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. Notices

- 13.1. Any notices required to be served by ActEd 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 to ActEd, at ActEd's discretion.
- 13.2. Any notices required to be served on ActEd by you will be deemed properly served if sent to the address set out at the end of these terms.

14. General

- 14.1. ActEd 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.
- 14.2. These Terms supersede any other terms and conditions previously published by us and any other representations or statements made by us to you, whether oral, written or otherwise.
- 14.3. 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.
- 14.4. ActEd may assign, transfer or sub-contract any of its rights or obligations under these Terms to any third party at its discretion.
- 14.5. No relaxation or delay by ActEd 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 ActEd in writing.
- 14.6. The agreement between you and ActEd 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.
- 14.7. 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.
- 14.8. ActEd's Complaints Procedure can be found [here](#).

15. Contact Details

Telephone:	01235 550005
Fax:	01235 550085
Email:	ActEd@bpp.com
Post:	ActEd McTimoney House 1 Kimber Road Abingdon OX14 1BZ

ActEd Cancellation Form

To: ActEd McTimoney House, 1 Kimber Road, Abingdon, OX14 1BZ, ActEd@bpp.com,
Fax: +44 (0) 1235 550085

I hereby give notice that I cancel my:

Supply of the following service:

.....

[ordered on][received on]*:

.....

Name of consumer:

.....

Address of consumer:

.....

Signature of consumer(s) (only if this form is notified on paper):

.....

Date:

.....

*Delete as appropriate

Please return this form using one of the above methods.