

## HTFT Partnership General Terms and Conditions

These apply to all courses

### 1. Payment terms

- a. Enrolment on a course, together with the payment of the required deposit, creates a binding agreement to follow the particular course and to pay the full fees for it. A student declares that the information supplied on the enrolment form or otherwise in connection with their application is complete and correct and that the giving of false or incomplete information may lead to the refusal of the application or suspension or expulsion from the course (without refund).
- b. All amounts quoted include VAT (where applicable), except where stated otherwise.
- c. The course fee for any course at any given time will be as displayed on the website and enrolment form. Course fees are quoted in pounds sterling.
- d. If you are booking a course over the internet:
  1. The course fee is shown prior to completion of the online transaction;
  2. If you select the “pay by debit or credit card” option to indicate that you will pay HTFT Partnership the course fee, HTFT Partnership will debit the course fee from your credit card or debit card on or after the day you make an order for a course. Credit or debit card details are collected over a secure link; and
  3. If you choose to pay by selecting the “invoice my employer” link, this will only be accepted by HTFT Partnership if your employer has provided authorisation and has approved credit terms with HTFT Partnership and HTFT Partnership will review your order and invoice your employer directly.
- e. If you are booking a course by telephone, email or post:
  1. The course fee is either set out in the enrolment form and/or will be notified to you by a HTFT Partnership customer representative;
  2. If you choose for payment of the course fee to be made by invoicing your employer, this will only be accepted by HTFT Partnership if your employer has provided authorisation and has approved credit terms with HTFT Partnership and HTFT Partnership will review your order and invoice your employer directly (see g below). If credit terms are not approved, a proforma invoice will be raised. Requests for credit will only be acknowledged if the request is received in writing with authorisation from your employer and if we accept such request.
  3. If you are paying the course fee, payment is due immediately by either credit or debit card or cheque.

- f. Where you choose to invoice your employer for the payment of the course fee, the following additional terms will apply:
1. Upon receiving your booking of a course, HTFT Partnership will send an invoice to your employer within 3-5 working days;
  2. Full payment in cleared funds of the course fee will be due from your employer within 30 days from the date of the invoice;
  3. Payment is due immediately if booking is made less than 30 days before the course start date and/or the start of the exam period your course relates to; and
  4. The employer is fully responsible for the payment of amounts due in all circumstances (including government funded courses where employer contributions are required and for any trainee who is terminated from employment or if a course is cancelled). HTFT Partnership reserves the right to dismiss any student at any time for non-payment of fees or other amounts due.
- g. Dishonoured cheques will result in a charge by HTFT Partnership of £25 to cover administration and bank charges, as well as the risk of admission to study being refused. Persistent offenders may be reported to their relevant professional body for unprofessional conduct.
- h. HTFT Partnership reserves the right from time to time to change the course fee. In the unlikely event that due to a technical error, the amount of the course fee displayed on the website or on the enrolment form is incorrect, HTFT Partnership will notify you as soon as it reasonably can.
- i. The provision of the course is contingent upon HTFT Partnership 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 course. Without prejudice to HTFT Partnership's rights and remedies under these terms and conditions, if any sum payable is not paid on or before the due date (being the date the course is booked 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 (subject as provided in g above)), HTFT Partnership reserves the right, forthwith and at HTFT Partnership's sole discretion, to suspend the provision to you of the relevant course and/to withdraw visa support.
- j. If you wish to defer a course, in line with our terms and conditions at point 2 below, we will facilitate a deferral to a later course sitting but this will include an administrative fee of £50 per course for handling the deferral.
- k. If you wish to cancel a course, in line with our terms and conditions at point 3 below, you will be entitled to a full refund, net of any material costs which you have already been issued, if you cancel within 14 days of the enrolment date. If you change your mind to attend a course and wish to cancel outside of this period, to no fault of ours, you will not be entitled to a refund. We can offer you credit to use against a future course or a deferral to a later course, see point j.

- l. HTFT Partnership reserve the right to charge interest at 10% per annum on overdue amounts.
- m. All fees exclude amounts payable to the professional body for student registration, exemptions and examination entries, which are payable by the student and HTFT Partnership accepts no responsibility for this.
- n. It is the student's responsibility to book the computer based exams.
- o. All deposits received are for the sole purpose of reserving a course place.
- p. Funds received but not utilised or refunded will be forfeited to HTFT Partnership.

## **2. Deferrals**

Students have up to the last day before Mock 1 is due to defer their paper.

All mock dates are provided in advance of the course start date in the specific groups on HTFT's Online Learning Community.

## **3. Refunds, cancellations and transfers**

Students will be eligible for a full refund for their course if they have informed HTFT, in writing, within 14 days of their enrolment form being submitted.

If students wish to cancel outside of this period, to no fault of ours, you will not be entitled to a refund. HTFT will offer you credit to use against a future course or a deferral to a later course, see terms and conditions at point 2.

## **4. Change of tutors, courses dates and locations**

HTFT Partnership reserves the right to change course dates, cancel courses, change tutors and locations from the published timetables at its discretion.

## **5. Courses are not transferable between students**

This applies to all Live Online and Resit courses.

## **6. Student visas**

HTFT Partnership do not provide study support for students on student visa.

## **7. Exams and exam results**

Terms of enrolment on a HTFT Partnership course include your agreeing to HTFT Partnership obtaining your exam results from the relevant professional body. You are able to opt out of this by notifying the relevant professional body.

## **8. All courses are non-residential unless specified otherwise**

HTFT Partnership will, if requested, assist by providing a list of suitable accommodation for non-residential courses but it is students' responsibility to make their own accommodation arrangements.

## **9. Student conduct**

Students are expected to conduct themselves at all times in a manner which demonstrates respect for HTFT Partnership and its staff, fellow students and property. Breaches of the Student Code of

Conduct can amount to gross misconduct, which may lead to expulsion from study (without refund).

## 10. Governing law

Students' arrangements with HTFT Partnership are governed by English law and you submit to the exclusive jurisdiction of the English courts.

## 11. Intellectual property

- a. All intellectual property rights (including, but not limited to, copyright) in any course materials or other learning materials made available in connection with a course belong to HTFT Partnership.
- b. The student or other customer is only granted a non-transferrable, non-exclusive license to use the applicable such materials in a personal capacity in connection with study by such person on the applicable course and this license will terminate upon termination of study on such course.
- c. Students and other customers confirm that they will only use such materials for their own such educational purposes and will not, without HTFT Partnership prior written consent, copy, make available, retransmit, reproduce, sell, license, distribute, publish, broadcast or otherwise circulate such materials other than in connection with the use permitted pursuant to this paragraph c by such persons (but not any third parties). Students and customers also confirm that they will indemnify HTFT Partnership in respect of any infringement of any such intellectual property rights arising as a result of such student or customer's use in breach of the foregoing requirements.
- d. Online course and community usernames and passwords are for personal use only and should not be passed to anyone else. You should protect your log-in information at all times.
- e. Documents and resources on the online community are for your personal use only and should not be reproduced, stored in a retrieval system or transmitted, in any form or by any other means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of HTFT Partnership.

## 12. System requirements

It is your responsibility to check that the computer you plan to use to access your online community account and/or online course is compatible with the minimum specification requirement for operating and /or using our websites.

Minimum capabilities required: Having a web browser and internet broad width of 1 meg up and 1 meg down.

You confirm that HTFT partnership will not be held responsible for any technical problems encountered following the purchase of a course granting you access to HTFT Partnership and/or our websites and online community.

### **13. Modifications to content of existing courses or technology enhancements**

HTFT partnership may from time to time make modifications, enhancements or issue clarifications (for example, to clarify ambiguous regulatory drafting) to audiovisual, interactive or written courses. Access to such changes will be free of charge to the extent that such changes relate to the course purchased by you at the applicable time.

### **14. Course updates**

- a. From time to time certain courses and/or study materials may be superseded by new legislation, new syllabi or the issue of new regulations. If this arises then HTFT Partnership may produce courses covering the new material.
- b. For the avoidance of doubt, purchase of a current course does not as part of the original purchase price entitle access to future revised courses and further amounts may be due.

### **15. Data protection**

Please refer to our privacy policy contained on this website for details of how we use the information which HTFT Partnership collect from you.

### **16. Disruption of online access/technical support**

- a. HTFT Partnership will not be responsible to you for any delay or disruptions to your access to material as a result of any of the following:
  1. Operation of the internet and worldwide web (including, but not limited to, the effect of viruses);
  2. Firewall restrictions which may have been placed on your network or the computer you are using to gain access to online study; or
  3. The failure of telecommunications links or equipment or browser issues.
- b. HTFT Partnership accept only the following obligations detailed below to provide technical and content support in connection with applicable courses.
- c. If a fault is reported to HTFT Partnership reasonable endeavours will be used to provide a solution but we do not guarantee that the support provided will resolve your technical problems. If technical advice is provided by HTFT Partnership then HTFT Partnership does not accept any responsibility for any problems which arise if you do not ensure that such advice is followed strictly. Technical support advice is provided at your own risk.
- d. HTFT Partnership is not obliged to provide any technical support in relation to use of any free demonstrations available on HTFT Partnership's website but may elect to offer such support in its sole discretion.
- e. Periods of downtime may be required in respect of HTFT Partnership information technology infrastructure (for example, the website or any sites used to host online materials). Technical support may not be available at such time. HTFT Partnership will not have any liability with respect to any such periods of unavailability.
- f. HTFT Partnership cannot guarantee uninterrupted unavailability of online learning resources. In particular, the right is reserved to suspend access to the website or the online

community any other online resources for the purpose of scheduled or emergency maintenance, repairs and upgrades or to improve performance and functionality.

- g. HTFT Partnership is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment or software, failure of any email or online application to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any web site, or any combination of these, including any injury or damage to a student's or other customer's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials.

#### **17. Disclaimers and limitation of liability**

- a. You are responsible for verifying that the course selected by you will meet any specific requirements which you may have and will meet your needs. HTFT Partnership does not assume responsibility for this choice, nor does it make any commitment to you that any particular result will be obtained from completion of the course and/or use of the study materials.
- b. Liability of HTFT Partnership for losses arising from their negligence (except in the case of liability for death or personal injury), breach of contract or otherwise will be limited to the full amounts paid by the relevant student for the particular course and/or study materials. Such companies will have no liability for indirect or consequential loss or damage.
- c. Without prejudice to paragraphs a and b above and d and e below, while HTFT Partnership endeavours to ensure that the information on the HTFT Partnership website is correct, we do not warrant the accuracy and completeness of the material on the site or in any corporate brochures or prospectuses. We may make changes to the material on the site or to the products and prices described in it at any time without notice, although we will provide notice of substantive changes to the HTFT Partnership Privacy Policy. The material on the site is provided "as is," without any conditions, warranties, or other terms of any kind. Accordingly, to the maximum extent permitted by law, the HTFT Partnership site is provided on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to the HTFT Partnership site.
- d. HTFT Partnership, and their officers, directors, employees, shareholders or agents of any kind, exclude all liability and responsibility for any amount or kind of loss or damage that may result to students or any third party (including, without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the HTFT Partnership site in any way or in connection with the use, inability to use or the results of use of the HTFT Partnership site, any web sites linked to the HTFT Partnership site, or the material on such web sites, including, but not limited to, loss or damage due to viruses that may infect computer equipment, software, data, or other property on account of access to, use of, or browsing

the HTFT Partnership site or downloading of any material from HTFT Partnership site or any web sites linked to the HTFT Partnership site. If your use of the material on the HTFT Partnership site results in the need for servicing, repair or correction of equipment, software, or data, you assume all costs thereof.

- e. All representations, warranties and/or terms and/or commitments not expressly specified in the applicable terms and conditions (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permitted by law.
- f. Nothing in this legal notice will exclude or limit our liability for: (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or (b) fraud; or (c) any liability that cannot be excluded or limited under applicable law.