

## Terms and Conditions

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### 1.1 The Client

The person legally responsible to pay for the distance learning package, and entering into this agreement.

### 1.2 The Student

The person to receive the training outlined on this enrolment form.

### 1.3 The Agreement

Means the entire agreement between DLC Training (a trading name of The Network 360 Group) and the client/student comprising these conditions, the enrolment form and any payment options agreed to in relation to the distance learning package.

### 1.4 Student Agreement

It is the Students responsibility to notify DLC Training of any change of circumstances, i.e. change of address, name or employer/sponsor or any other contact details.

Student must also keep DLC Training up to date with course progress, i.e. upon completion of a unit, exam entry and results, when their course is complete for us to action IV/EV.

All Students must ensure that all work submitted is their own.

### 1.5 The Enrolment Form

Means the online enrolment form completed by the Client or Student and submitted to DLC Training (together with agreement/ arrangement of payment) detailing the course(s) which the Client/Student has enrolled on and specifying the fees payable by the Client/Student to DLC Training. Including unit selection, registration details (to be utilised by the relevant Institute) and membership if applicable.

### 1.6 Policies and Procedures

The below are the policies and procedures the Client/Student is agreeing to;

#### 1.6a Complaints

In the unlikely case that a Student or Client needs to make a complaint to DLC Training, initial contact must be made to a member of the student support team who would endeavour to resolve the issue immediately. If the Student or Client does not find the solution offered to be acceptable a formal complaint must be issue with DLC Training. The Formal Complaints Policy and Procedure can be requested from the student support team.

#### 1.6b Online usage

To enable Student to complete their studies successfully within the allocated study time, students must access the Online Learning Platform on a regular basis. The Learning Platform is where any additional learning material will be accessed, where assignment briefs are listed, work submissions will be made, and exam preparation is provided. To enable DLC Training to support each Student with effectively managing their study time any Student who does not access the Learning Platform for a period of 6 months will have their access restricted, and will be required to contact the student support team to discuss progressions and extensions before resuming their studies.

#### 1.6c Assignment Submission

To ensure DLC Training take a consistent approach to accepted standards of work, Students will be provided with submissions templates which must be used which writing assignments or using an alternative work submission method (such as approved prior learning, or work based evidence). All templates are available on the Learning Platform. Any work submitted for marking not on the appropriate template will be referred back to the student. The templates have been carefully designed to support Students in completing all assessments in the necessary way to meet the criteria and standards associated with the relevant Institutes professional standards.

## 2.1 Course Fees

Our course advisors are highly trained to support you with choosing the right distance learning package for Students professional development. This recommendation does not constitute as a guarantee that this course is the right one for you, and therefore students are required to select the training they believe is the best option for their requirements.

Course fees includes the core course material required for Student studies, tutor support, student support and certification costs. Unless specifically stated, course fees do not include;

- Additional recommended reading, or textbooks
- Provision of software needed to access study material by e-learning, or to complete assignments (e.g. Internet access, Word Processor, Computer/Laptop, etc.)
- Membership to the selected Institute of study
- Exam/Assessment fees

Support is provided for a fixed term, please see (Appendix A). Calculated on the basis that Students study to the agreed timescale, on average submitting one submission per week. It is the Students responsibility to access the resource made available to them during this time. These timescales are the maximum durations we allow, in line with the fees paid to DLC Training upon enrolment. These timescales are based on 3 – 4 hours of study per week.

The course fee is calculated on the basis that DLC Training supply course material based on an average Students study. DLC Training hold the right to delay ordering/uploading course material in line with any payment plan agreement/outstanding payment. The team at DLC Training are trained to provide you with time scale recommendations to help you plan and achieve your study, assignments and exams. These recommendations do not constitute a guarantee, should you decide to take exams outside of the recommended study period, any costs incurred by the student will not be covered by DLC Training including situations where your study materials become outdated.

It is a Student's responsibility to request their next unit of studies material – DLC Training request that materials be requested no earlier than 75% of the way through the current unit of study (indicated by course submission, or discussion with DLC Training). Institute material orders can take anywhere up to 6 weeks from the date the order is placed. Students must request their next unit material via the Learning Hub or Student Admin.

Students must maintain an active study period with DLC Training, with active registration (see 7.1). The study period starts when Students receive access to their first study unit. Should it take the student longer to complete the course, an extension of study time can be discussed with your student support contact, please see (Appendix B) for fees. If you do not maintain an active study period all support and access to study resources will be suspended. We do not provide an options for you to continue studies without an active period of study in effect.

Once your study time lapses you have a maximum period of twelve months to reactivate your studies before you will be removed from our systems and any progress you made will be lost, after this date you would need to re-register to begin your studies again. Should the qualification be updated or removed from the syllabus during the twelve months period you would be required to re-register on to the new or replacement course. This cost would need to be covered by the student.

For relevant Institute courses, printed study materials can be provided at an additional cost, please see (Appendix C).

## 3.1 Payment

Payment terms for all DLC Training invoices immediate, unless otherwise agreed.

Full course/membership fees must be paid as agreed at the time of enrolment;

If the Client/Student fails to comply with any terms of this agreement, DLC Training shall be entitled to recover from the Client/Student the reasonable costs, expenses and losses incurred by DLC Training as a result of locating the customer, communicating with the customer and collecting any unpaid sums. Such sums shall be payable to DLC Training upon demand. In the event of legal action for breach of the payment obligations, the Client/Student will be responsible for all costs and expenses allowed by the course in an award is made in favour of DLC Training.

Payments from Organisations must be received in full, payment plans are not available unless organised under extenuating circumstance.

If a Student opts to pay via payment plan they must adhere to the agreement set out at point of enrolment, paying the instalment amount as agreed and to be received on or before the agreed date. It is a Student's responsibility to ensure that payments are received on time – if the Student wishes to amend their payment details or agreed payment scheduled at any point during their studies a period of 7 days' notice must be provided.

Late payments will be subject to a £12 administration charge for each calendar month. A late payment is defined as any payment not received on the calendar date agreed at the point of enrolment.

Payments that are late will result in an immediate course suspension. Students will be notified of this, and given 14 days to rectify the current outstanding balance – failure to rectify an outstanding balance within 14 days of this notification will result in the full outstanding balance becoming immediately due.

Failure to settle the outstanding balance within 90 working days will result in the full cancellation of your course, without refund of payments previously paid to DLC Training. Should it be deemed necessary, DLC Training will pursue legal action.

#### **4.1 Program of Study / Study Materials**

As part of the enrolment process, we automatically begin the study period 4 weeks from the date payment has been received or as soon as materials have been received, with the exception of the Institute of Supply Chain Management where the study period is immediate with access to study material being made available the same day. Should the Client/Student wish to delay the start date to a later date this must be confirmed prior to the Student completing their enrolment form.

The program of study may vary in accordance with necessary quality improvements or changes in educational practices or technology. As an organisation delivering high quality distance learning packages and services, DLC Training reserve the right to make changes to practices between ourselves and our students. This includes, but is not limited to; amending the manner in which we deliver the course, updating the process for work submission, providing studies in a range of formats, developing and advancing learning platforms.

DLC Training reserves the right to change policies and procedures in line with quality improvements.

All study materials are protected by copyright. You may access materials solely for your own instruction. Study materials may be provided in the form of paper, CD, downloadable file format or online learning platform. DLC training reserve the right to supply material in any of the formats given as dictated to us by our suppliers as circumstances arise.

Changes to material supply can take place, and again DLC Training reserve the right to change study processes and material in line with developments to maintain the high standards of quality we adhere to.

DLC Training will always endeavour to provide the materials as advertised and as requested by the student.

All textbooks/course material must be requested 3 months prior to the expected end date of studies, unless a course extension has been agreed.

#### **4.2 Starting your Studies**

It may take up to 8 weeks from application approval, normally triggered by receipt of payment to DLC Training, for Students to receive initial study materials. DLC Training will always endeavour to supply study materials as soon as is possible. If for reasons outside of our control the process takes longer than 8 weeks our refund policy still applied in full.

#### **4.3 Study Support**

DLC Training will provide a Tutor and a Student Support contact to support you with your studies. Please note there may be fluctuation in levels of service and support during busy periods. DLC Training will take action to prevent this where possible.

Students must take responsibility for the time they take to complete a distance learning package, and must log any issues that they have with DLC Training that delays their studies in anyway, if in the unlikely event this occurs, this must be logged in writing.

If a student submits more than 1 submission per week, DLC Training will always attempt to mark and provide feedback as quickly as possible. DLC Training reserve the right to mark and provide feedback at a rate of 1 submission per week. The rate at which work is marked may fluctuate in line with demand.

#### **4.4 Institute Membership**

All Students wishing to study an Institute course must be registered with the relevant Institute prior to beginning their studies.

It is the Student's responsibility to maintain membership, without which certification cannot be awarded, and to pay any additional registration fees required by the Institute beyond the initial set up fees organised with DLC Training.

#### **4.5 Examinations**

Exam fees are not included in the course fee, unless otherwise stated. DLC Training will endeavour to provide students with relevant fees upon the time of enrolment, however each Institute reserves the right to amend examination fees without prior warning to DLC Training, the Client or Student.

It is the responsibility of the Student to apply at the correct time for examinations.

It is the responsibility of the Student to ensure they are prepared for examinations at the time of sitting them.

#### **5.1 Study outside of the United Kingdom**

If the Client/Student orders materials to be delivered outside of the UK, the order may be subject to import duties and taxes which are levied when the delivery reaches its specific destination. The Client/Student will be responsible for payment of any such import duties and taxes. Please note that DLC Training has no control over these charges, and cannot predict their amount.

The Client/Student must comply with all applicable laws and regulations of the country for which the course is destined. DLC Training will not be liable for any breach by the Client/Student of any such laws.

If the Student requires examinations to be held outside of the UK, it is the Students responsibility to confirm with the relevant British Council or Examination Centre that they are able to sit the relevant examination and the time required.

## 6.1 Intellectual Property Rights

All intellectual property rights and all other rights in relation to the materials remain with the original authors/material suppliers. In consideration of the payment of fees, DLC Training grants the Student the non-exclusive, non-transferable right to utilise the material for their non-commercial, private use and study. If this agreement terminates, the licence shall automatically terminate and any downloaded learning platform materials or resources should be deleted immediately.

## 7.1 Confidentiality

The Client/Student shall keep in strict confidence all materials and other confidential information concerning DLC Training or its products which the Client/Student may obtain. The Client/Student is authorised to disclose any such confidential information if required by law, court order, any government or regulatory authority.

The Client/Student shall not use any confidential information provided by DLC Training for any purpose other than for their personal use, including private study and external examinations.

## 8.1 Cooling off Period

As standard a 10 day cooling off period is available to all Clients/Students, in which the Client/Student is given the option to retract the decision to proceed with a course and/or membership and receive a full refund of most recent fees paid. During this time, access to the learning platform, student registration and members area will not be processed.

The 10 day cooling off period starts when verbal or written commitment is provided to DLC Training, stating that the Client/Student wishes to enrol/study/place an order or proceed with one of our products. All calls are recorded allowing clarity for both parties when this commitment is made. For the avoidance of doubt the cooling off period is 10 calendar days.

Once commitment has been given to enrol to a course and/or purchase membership using any form of clear wording then a cancellation fee becomes due within the cooling off period. This is necessary to cover the major costs that we have in setting up your course and/or membership administratively and in putting all the necessary resources in place. Please see (Appendix D) for the relevant fees.

If during the 10 day cooling off period the Client/Student wishes to cancel the course and/or membership this must be done in writing. Cancellations will be accepted by email or in writing as long as they are received before the end of the cooling off period. SMS, Whatsapp, livechat, Twitter, Facebook messages are not accepted by DLC Training.

Following the 10 day cooling off period DLC Training will consider the enrolment/membership to be active and will commit to the necessary costs to provide Students with their course of study/membership resources. After the 10 day cooling off period the refund policy (see 10.2) applies in full.

In order to proceed with enrolment/membership immediately, we do offer the option to waive the 10 day cooling off period, see (13.1).

## 10.2 Refund Policy

There is no refund available once the 10 day cooling off period has passed, or if the Client/Student has signed the waiver. This is due to the specialist nature of DLC Training's products, following the 10 day cooling off period DLC Training will assume you are fully committed to the course of study/membership application.

Under exceptional circumstances DLC Training may allow a Client/Student to freeze their studies, or transfer the remaining value of studies to another course or DLC Training product. The value of the remaining studies will be calculated by DLC Training and advised to the Client/Student. Registration and Membership (if applicable) cannot be transferred and would need to be purchased in addition to any transfer.

Where an employer (Client) has purchased the course, once the remaining value of the studies have been calculated DLC Training may allow the course to be transferred to another Student.

Should a Client/Student wish to terminate their course and/or membership, this must be done in writing (either written, or via email) to the direct point of contact allocated at enrolment.

Anyone outside of the 10 day cooling off period paying by credit card, or utilising DEKO Finance, that instructs the lender to return the payment will be committed to paying the balance to DLC Training. We will contact you to settle the balance with us using a different payment method – the balance will remain due to DLC Training in full.

Anyone paying via Payment Plan (DLC Training Payment Plan) will be committed to making the outstanding payments to fulfil the complete course fee. Should it be deemed necessary, DLC Training will pursue legal action.

There is no refund available for any product purchased during the duration of studies, including but not limited to; Course Extension, Membership Renewal, Re-registration.

**11.1 Limitation of Liability**

The total liability arising in connection with the performance, or contemplated performance, of this agreement, shall be limited to the price paid by the Client/Student for the training package.

**11.2 Limitation of our Liability**

Our liability is limited, under all circumstances, to the maximum value that has been paid to us for a particular student and this is accepted in full once payment has been made.

**11.3 Governing Law and Jurisdiction**

The agreement and any dispute or claim arising out of or in connection with it, or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and constructed in accordance with the laws of England and Wales.

**11.4 Data and Privacy Protection**

When you enter into a relationship with us, you are giving us the right to hold and process your personal data, including sensitive personal data. We will process your personal data in accordance with the General Data Protection Regulations 2018 and our policies on data and privacy protection. We will share your data with third parties in accordance with our policy on data and privacy. We shall remain the data controller of your data. A copy of our Data and Privacy Policy can be accessed on our website or requested from us at any time.

**12.1 Zero-Tolerance**

As a customer, you have the responsibility to conform to our terms of service and conduct yourself accordingly. Please note we operate a zero-tolerance policy with regards to verbal or physical abuse directed at employees or our customers including any form of behaviour which spoils the enjoyment of others. This includes the use of foul or abusive language either verbally or in written form. Any customer found to be behaving unacceptably will be removed from their studies and unable to communicate with members of our team. Should this happen, you have no rights to a refund.

**13.1 Entire Agreement**

This agreement and the documents referred to in this document override any other communication, document or representation made by DLC Training, either in writing or verbally. These terms and conditions are the entire understanding between the Client/Student and DLC Training about the programme of study and place any other understanding or representations.

You are prohibited from assigning or transferring it or any of the right and obligations under it to a third party.

Neither party intends that any of the terms of this agreement will be enforceable by any third party, by virtue of the Contracts (Rights and Third Parties) Act 1999.

Failure to enforce any sections of this agreement will not constitute a waiver of any provisions set out in these terms, and will not affect our rights to enforce that or any other part of the terms.

If any provisions of this agreement is or becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other sections.

**14.1 Waiver Option (Cooling off Period)**

In line with the 10 day cooling off period, DLC Training do not order/provide access to learning material, register Students to the qualification or provide access to the Learning Platform until this time has passed. Should the Client/Student wish to proceed with the course and/or membership application immediately, we offer the option to waiver the 10 day cooling off period.

Selecting the waiver option allows the Student to commence their studies/membership following receipt of payment, however once this option is chosen there can be no refunds offered by DLC Training. Following signing the waiver, the Client/Student may transfer to a comparatively valued course, or transfer the current course to another Student, however this is at the sole discretion of DLC Training.

I wish to waiver the 10 day cooling off period, and understand the terms of doing so [ ]

**Waiver Declaration**

Name:  Signature:  Date:

**I agree to the Terms and Conditions**

Name:  Signature:  Date:

**Appendix A**

<b>Chartered Institute of Purchasing &amp; Supply (CIPS)</b>	
<b>Level</b>	<b>Study Period</b>
2	18 Months
3	18 Months
4	24 Months
5	24 Months
6	24 Months

<b>Chartered Management Institute (CMI)</b>		
	<b>Level</b>	<b>Study Period</b>
2	Award	3 Months
	Certificate	6 Months
	Diploma	18 Months
3	Award	3 Months
	Certificate	6 Months
	Diploma	18 Months
5	Award	6 Months
	Certificate	12 Months
	Diploma	18 Months
	Extended Diploma	24 Months
7	Award	6 Months
	Certificate	12 Months
	Diploma	18 Months
	Extended Diploma	24 Months

<b>Institute of Supply Chain Management (IoSCM)</b>		
	<b>Level</b>	<b>Study Period</b>
2	Award	6 Months
	Certificate	12 Months
	Diploma	24 Months
3	Award	6 Months
	Certificate	12 Months
	Diploma	24 Months
5	Award	6 Months
	Certificate	12 Months
	Diploma	24 Months
6	Award	6 Months
	Certificate	12 Months
	Diploma	24 Months

<b>Chartered Institute of Logistics &amp; Transport (CILT)</b>	
<b>Level</b>	<b>Study Period</b>
2	12 Months
3	18 Months
5	24 Months
6	24 Months

<b>Institute of Leadership &amp; Management (ILM)</b>		
	<b>Level</b>	<b>Study Period</b>
2	Award	6 Months
	Certificate	12 Months
3	Award	6 Months
	Certificate	12 Months
	Diploma	24 Months
4	Award	6 Months
	Certificate	18 Months
	Diploma	30 Months
5	Award	6 Months
	Certificate	18 Months
	Diploma	30 Months

<b>Association of Accounting Technicians (AAT)</b>		
	<b>Level</b>	<b>Study Period</b>
1	Access	12 Months
	Bookkeeping	6 Months
	Accounting	12 Months
	Computerised Accounting	6 Months
2	Certificate in Bookkeeping	6 Months
	Certificate in Accounting	12 Months
	Diploma Accounting & Business	24 Months
	Award Computerised Accounting	3 Months
3	Certificate Bookkeeping & Ethics	12 Months
	Diploma in Accounting	12 Months
4	Diploma in Accounting	18 Months

<b>Chartered Institute of Personnel &amp; Development (CIPD)</b>		
	<b>Level</b>	<b>Study Period</b>
3	Award	3 Months
	Certificate	15 Months
	Diploma	18 Months

### Appendix B Support

3 months	£180
6 months	£330
9 months	£460
12 months	£600
18 months	£855
24 months	£1,000

### Appendix C – IoSCM Only

	Books Required	Cost Per Book	Cost Per Set of Books	Admin fee per order
Level 2 Award	1	£25	£25	£50 (paid once per order of materials)
Level 2 Certificate	3		£75	
Level 2 Diploma	4		£100	

Level 3 Award	1	£27	£27	£50 (paid once per order of materials)
Level 3 Certificate	3		£81	
Level 3 Diploma	4		£108	

Level 5 Award	1	£30	£30	£50 (paid once per order of materials)
Level 5 Certificate	3		£90	
Level 5 Diploma	4		£120	
Level 5 Extended Diploma	6		£180	

Level 6 Award	1	£35	£35	£50 (paid once per order of materials)
Level 6 Certificate	3		£105	
Level 6 Diploma	4		£140	
Level 6 Advanced Diploma	6		£210	

Level 7 Award	1	£38	£38	£50 (paid once per order of materials)
Level 7 Certificate	3		£114	
Level 7 Diploma	4		£152	
Level 7 Advanced Diploma	6		£228	