

Terms And Conditions of Service

Version 3.5

Table of Contents

1	Scope of these terms	1
1.1	What these Terms and Conditions of Service cover	1
1.2	Why we strongly recommend that you read these terms	1
1.3	Employer Sponsored Training Arrangements	1
2	About Law Training Centre	1
2.1	Who we are	1
2.2	Contact details	2
3	E-learning	2
3.1	E-learning platform account	2
3.2	E-learning materials	3
4	The Contract	3
4.1	The agreement	3
4.2	Your enrolment	4
4.2.1	The enrolment and acceptance process	4
4.2.2	Exemptions for previous studies	5
4.2.3	Your behaviour	5
4.3	Your right to make changes	5
4.4	Changes to the course(s) and terms	6
4.4.1	Our right to make changes	6
4.4.2	Minor changes to the course(s) and terms	6
4.4.3	More significant changes to the course(s) and these terms	6
5	Providing access to your course	6
5.1	Course access	6
5.2	Reasons we may suspend provision of a course	7
5.3	Enrolling on your course	8
5.4	Ownership and intellectual property	8
5.4.1	Intellectual property and copyright infringement	8
5.4.2	Intellectual property rights of others	9
6	Your rights to end the contract	9
6.1	General rights to end the contract	9

6.2	Ending the contract because of something we have done or are going to do	9
6.3	Changing your mind	10
6.3.1	The Cancellation Period: 14-day right to cancel	10
6.3.2	When you do not have the right to change your mind	10
6.4	Ending the contract where we are not at fault and there is no right to change your mind	10
6.5	Our right to end the contract	11
6.6	Your rights under an Employer Sponsored Training Arrangement	11
7	Feedback and complaints	11
7.1	Feedback	11
7.2	Complaints	11
8	Fees and payment	11
8.1	Fees	11
8.2	When you must pay and how you must pay	12
8.3	Paying by instalments	12
8.3.1	Eligibility and obligations	12
8.3.2	Failure to pay: Administration fees, interest charges, debt recovery compensation and action if you or your sponsor pay late	13
8.3.3	Refunds	14
8.3.4	Instalment arrangements and Direct Debit provisions	14
9	Loss or damage suffered by you	14
9.1	Our responsibility	14
10	Your personal information	15
10.1	Use of your personal information by us	15
11	Technology	15
11.1	Basic requirements for all courses	15
11.2	Additional requirements for online proctored exams	15
12	Terms, Policies and Procedures	16
12.1	Law Training Centre's Terms and conditions	16
12.2	Law Training Centre's Policies and Procedures	16
12.3	Complaints	16
12.4	The Course Transfer Policy	16

1. Scope of these terms

1.1 What these Terms and Conditions of Service cover

- (a) The following Terms and Conditions of Service (“terms”) govern all use of the Law Training Centre website www.ltkent.co.uk (“Website”) and its e-learning platform and all digital and printed content, courses, services, and products available at or through the website (“courses”). The website is owned and operated by Law Training Centre (Kent) Limited (“Law Training Centre”).
- (b) Access to the e-learning platform is subject to the learner accepting the terms as set out by Law Training Centre without modification. By enrolling, the learner agrees to be bound by all Law Training Centre’s terms, its operating rules, policies, and procedures. The terms are subject to change at the discretion of Law Training Centre.
- (c) Learners should read the terms carefully before enrolling. Failure to agree to all the terms will prohibit access to the e-learning platform.
- (d) If a learner is being sponsored, by making payment, the sponsor agrees to be bound by all Law Training Centre’s terms, its operating rules, policies and procedures. The terms are subject to change at the discretion of Law Training Centre. Sponsors should read the terms carefully before making payment. Failure to agree to all the terms will prohibit the learner’s access to the e-learning platform.
- (e) All rights not expressly granted within these terms are reserved.
- (f) These terms shall be governed by and construed in accordance with the laws of England and Wales.
- (g) These terms and conditions apply to learners and sponsors unless expressly stated otherwise.

1.2 Why we strongly recommend that you read these terms

- (a) Please read these terms carefully before you submit your enrolment form to us. The terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem, and other important information.
- (b) If you think that there is a mistake in these terms, please contact us to discuss.

1.3 Employer Sponsored Training Arrangement

Where a learner is enrolled under an Employer Sponsored Training Arrangement, the Employer Sponsored Training Terms shall apply in addition to these General Terms.

- (a) In the event of any conflict or inconsistency between these General Terms and the Employer Sponsored Training Terms, the Employer Sponsored Training Terms shall prevail in respect of all matters relating to employer funded training places.
- (b) For the avoidance of doubt, learners enrolled under an Employer Sponsored Training Arrangement are subject to the General Terms only to the extent that they do not conflict with the Employer Sponsored Training Terms.

2. About Law Training Centre

2.1 Who we are

- (a) Law Training Centre is a specialist training provider of recognised lawyer, paralegal and post-qualification education for legal professionals, both nationally and internationally.
- (b) It is a training provider that globally delivers legal and management qualifications including:
 - The Council for Licensed Conveyancer and Probate Practitioners (CLC): SQA Conveyancing: An Introduction for Property Professionals Level 4 and Level 6 Licensed Conveyancer and Probate Practitioner Diplomas
 - The Chartered Institute of Legal Executives (CILEX): CILEX lawyer qualifications including

Level 6, and the Graduate Fast-Track Diplomas; CILEX CPQ

- The National Association of Licensed Paralegals (NALP): NALP Level 3, 4 and 7 Diplomas
 - PeopleCert (formally Axelos): Project, Risk and Information Security management are increasingly vital skills that all legal professionals need to possess. Our PeopleCert accredited qualifications (MoR, PRINCE2 and RESILIA) deliver globally recognised best practice certification as used by the multi-skilled legal professional in their everyday practice to improve efficiency, reduce risk and fend off cyber threats to firm and client data
 - Solicitors Qualifying Examination (SQE): Law Training Centre has the training material you will need to study through to the SQE1 and SQE2 assessments, the defining exams.
 - Chartered Management Institute (CMI): a range of management and leadership courses from Level 3 to Level 7 delivered at Award, Certificate and Diploma level.
 - Propertymark: Level 3 Qualifications.
 - Notarial Academic Training through the Faculty Office of the Archbishop of Canterbury.
 - Foundations to Law Clinic Practice course.
 - Short course's on the law and legal practice in England and Wales.
 - Accredited as Chartered Institute of Procurement and Supply Study Centre (CIPS).
 - Immigration Advice Authority (IAA) Level 1 Training course.
- (c) Law Training Centre specialises in working with firms and professionals in the legal sector, ensuring that all qualifications are relevant and lead to a step change in your career.
- (d) Our experienced legal trainers are solely focused on the provision of legal and business training for aspiring and qualified lawyers. We have a deep understanding of the current legal sector and the training needs of those who work within it.
- (e) Our online course delivery is uniquely engaging, having full regard of how precious time is for those not only studying law, but also practising at the same time. Most importantly, our qualifications are affordable, ensuring a real return on investment.
- (f) Our aim is to support our learners by providing them with the tools to stand out and gain a commercial edge in an extremely competitive legal market.

2.2 Contact details

- (a) Our registered office and principal place of business is **The Panorama, Park Street, Ashford, TN24 8DF**. You can write to us at this address or visit **by appointment only**.
- (b) Our phone number is (+44) **(0)330 088 8495**. We can also be contacted via our website <https://ltkent.co.uk> or by email: info@ltkent.co.uk
- (c) Our company registration number is 09528027 and our VAT number is 285 0869 66.
- (d) If **we need to contact you**, we will do so through the home or work email address or phone number you provided to us on enrolment or have notified us of (and have received our confirmation of receipt) since enrolment.
- (e) If your personal details change during the course of your enrolment, please contact us with relevant evidence within five working days.

3. E-learning

3.1 E-learning platform account

- (a) Your learner account ("account") is the area on our e-learning platform that is accessible via a password and contains personal information about you and your learning journey. You are liable for preserving the security of your account in that you must not share your password with any other individual, group or organisation, even if they have sponsored your course in part or in full. Law Training Centre is not liable or responsible for any acts of the learner whilst on their e-learning platform.

- (b) To register on the e-learning platform, a valid single email address and name must be provided by you at enrolment. This email address will be used as the only communication address from Law Training Centre.
- (c) Each account is private and non-transferable. Your rights and obligations to Law Training Centre are also non-transferable. You are fully liable for all activities that occur under this account and any other actions taken in association with this account. You must immediately notify Law Training Centre regarding any unauthorised use of your account or any other breaches of security. Law Training Centre will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. To limit fraud and abuse, you are restricted to one active account.

In particular:

- (i) The material provided on the e-learning platform is the property of Law Training Centre and will remain so throughout and after learner enrolment/course completion;
- (ii) This training material has been created, prepared, maintained, updated, and distributed by Law Training Centre. Exceptions to this include NALP and CLC manuals, although this list may not be exhaustive;
- (iii) The use of the training material on our modules is restricted to you as the enrolled learner who has been supplied with the login details by Law Training Centre;
- (iv) You must not copy, share, modify, transmit, distribute, or in any way, exploit the copyrighted materials provided by Law Training Centre other than for your own individual training. Use for any other purpose is expressly prohibited by these Terms and any violators face disciplinary action;
- (v) You must not permit anyone else to copy, use, modify, transmit, distribute, or in any way, exploit the copyrighted materials;
- (vi) You are prohibited from sharing, reproducing, copying, selling, making available, distributing, transmitting, publishing, broadcasting, licensing or otherwise circulating the learning materials provided (in whole or in part) and must only use such materials for personal reference and study on the course on which you are enrolled;
- (vii) Course material and/or your course access login must not be shared with or transferred to any other person or organisation. If your employer has sponsored your course, this does not entitle them to access the course or course material at any time, including in the event you cease to be permanently or temporarily employed by them for any reason, or to transfer it to any other person or organisation;
- (viii) The materials made available by Law Training Centre are provided "as is" without warranties of any kind, either expressed, or implied, including, but not limited to, all implied warranties of merchantability, fitness for any other use than the intended studying purposes, title or non-infringement;
- (ix) Law Training Centre (or other providers of course material) may make improvements, or changes, to this material at any time without prior notification.

3.2 E-learning materials

- (a) The purpose of the e-learning platform is to provide access to Law Training Centre's e-learning resources and study materials.
- (b) Relevant content on the e-learning platform is accessible by all enrolled learners, although certain features, services and materials may require additional registration. Law Training Centre's Student Services team will enrol you once payment of the full or initial invoice has been made, and, where required, Direct Debit payments continue to be made on the agreed date.
- (c) When you enrol with Law Training Centre for the first time, you will need to change the initial password by clicking on a link that will be sent to you via email.
- (d) As an active learner, you can:
 - (i) Download and print learning resources (where applicable)
 - (ii) Watch video lectures and podcasts (where applicable)
 - (iii) Submit assignments and receive feedback (where applicable)
 - (iv) See Law Training Centre's latest news.

4. The contract

4.1 The agreement

- (a) These terms constitute the entire agreement between you and Law Training Centre, except where your enrolment is funded or sponsored by an Employer, in which case the Employer is the contracting customer and the Employer Sponsored Training Terms also apply.
- (b) If any part of this agreement is found to be void or unenforceable, that section will be interpreted to reflect Law Training Centre's original intention, and the remaining terms will remain in full effect.
- (c) Any breach of conditions within these terms will not, under any circumstances, be regarded as being a waiver of those or of any other conditions contained within these terms, however caused.
- (d) These terms will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

4.2 Your enrolment

4.2.1 The enrolment and acceptance process

- (a) You may enrol on a course by completing an online enrolment form found on our website. On occasion a PDF form can be provided.
- (b) When you submit your enrolment form to Law Training Centre, you agree to be bound by all our Terms.
- (c) Enrolment will be deemed complete **only** when:
 - (i) we have received your correctly and fully completed and signed enrolment form
 - a. with your agreement to waive your 14-day cancellation period confirmed by ticking the relevant box on the form (see section 6.3.1 *The Cancellation Period: 14-day right to cancel*); or
 - b. the 14-day cancellation period has passed; and we have sent you a valid invoice;
 - and**
 - (ii) Law Training Centre has received payment of that invoice either:
 - a. in full; or
 - b. If you are paying by instalments, you must set up a Direct Debit via the secure link in the email sent out to you by Law Training Centre
- (d) The Direct Debit must be kept in place and payments made on time for your course access to continue.
- (e) If payment has not been made within 30 days of our receipt of your enrolment form, you will need to complete a new form and a new invoice will be raised. You will be charged the course fee advertised at the time of the new enrolment.
- (f) In accepting the offer of a place to study with Law Training Centre, you are confirming that the information you have provided, or information that has been provided on your behalf, is accurate to the best of your knowledge. Law Training Centre reserves the right to withdraw an offer of a place to study or terminate your enrolment if false or misleading information has been provided.
- (g) If you inform us that your sponsor is paying your course fee, your enrolment will only be accepted if
 - (i) your sponsor has made payment in full or
 - (ii) your sponsor has agreed an instalment plan with us.We will invoice your sponsor directly but provide you with a copy of the invoice for your records. This clause does not apply where the learner is enrolled under an Employer Sponsored Training Arrangement.

- (h) Your sponsor will remain liable for your course fees regardless of your employment status with them. We strongly recommend that you and your sponsor put in place a sponsorship agreement setting out what will happen should you stop studying whilst in their employ or you stop working for them. Law Training Centre views these as matters between the employer and employee and as such has no involvement or responsibility in the relationship, or other financial arrangements between the employer and the employee. This clause does not apply where the learner is enrolled under an Employer Sponsored Training Arrangement.
- (i) In the event that your sponsor stops making payments, your course access will be suspended until such time as further payments are made, either by the sponsor, a new sponsor, or the learner. This clause does not apply where the learner is enrolled under an Employer Sponsored Training Arrangement.
- (j) Our acceptance of your enrolment will take place when we have sent you a confirmation of enrolment email, at which point a contract will come into existence between you and Law Training Centre.
- (k) If we are **unable to accept your enrolment**, for example where you have provided incomplete or inaccurate information, we will inform you of this.
- (l) Where an Employer nominates a learner under an Employer Sponsored Training Arrangement, enrolment is completed upon receipt of the Employer's payment or agreement to pay, and the learner's rights are limited in accordance with the Employer Sponsored Training Terms.

4.2.2 Exemptions for previous studies

- (a) Where relevant, exemptions for previous studies are dependent upon the provision of accurate and relevant transcripts being provided to Law Training Centre. Exemptions from particular units must be agreed by the appropriate authority and Law Training Centre's Academic Board prior to completion of enrolment.
- (b) Exemptions from particular units are at the discretion of Law Training Centre's Academic Board, taking into account guidance and rules set by the respective awarding body. We recognise that this may not always be possible due to delays in receiving official transcripts or other factors. In such cases, please contact us to discuss how we may assess your possible exemptions in the interim.

4.2.3 Your behaviour

- (a) Law Training Centre is committed to promoting a supportive environment for all staff and learners and expects reasonable standards of behaviour, honesty, and integrity. Should you display behaviour(s) that are not in accordance with our **Equality and Diversity Policy** and/or our **Learner Standard of Conduct Policy** (see section 12. *Terms, Policies and Procedures*), we reserve the right to terminate your enrolment with or without a disciplinary hearing.

4.3 Your right to make changes

- (a) If you wish to make a change to the course you have applied for, please contact us and the Student Services and Financial Review Group (SSFRG) will review your request. Any change is at the discretion of the SSFRG. The outcome of this decision may vary depending on materials accessed, course access period to date, and reasons for the change.
- (b) If it is possible, we will advise you about any changes to the price of the course, any applicable administrative fee, and anything else that would be necessary because of your requested change. We will then ask you to confirm whether you wish to go ahead with the change.
- (c) Learners enrolled under an Employer Sponsored Training Arrangement have no right to request course transfers, course changes, or enrolment amendments. All such decisions rest solely with the Employer in accordance with the Employer Sponsored Training Terms. In all other cases, please refer to the **Course Transfer Policy**

4.4 Changes to the course(s) and terms

4.4.1 Our right to make changes

- (a) We may from time to time make modifications, enhancements, or issue clarifications (for example, to clarify ambiguous regulatory drafting) to digital content, audio visual material, interactive or written material, and our systems requirements. See section 5.1 *Course access* for exceptions to providing updated material.
- (b) 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, during the period for which the digital content is available for your course.
- (c) We may also change our terms from time to time. The changes will not be retrospective, and the most current version of the terms will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you in advance of making effective changes to these terms when that change impacts the rights or obligations of any party to these terms. Notification will be via a service notification, an announcement or an email to the address associated with your account.
- (d) By continuing to access your e-learning account or use the services after those revisions become effective and notice has been given, you agree to be bound by the revised Terms.
- (e) In the event that any provision of these terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of the terms will remain in full force and effect. Failure to enforce any right or provision of these terms will not be deemed a waiver of such right or provision.

4.4.2 Minor changes to the course(s) and terms

- (a) We may change the course(s) and these terms:
 - (i) To reflect changes in relevant laws and regulatory requirements;
 - (ii) To implement minor technical adjustments and improvements, which will not affect the delivery of a course;
 - (iii) To ensure consistency with UK professional education sector practice and guidance;
 - (iv) To accommodate minor or temporary changes to dates and locations, which do not impact on the overall provision of the course.

4.4.3 More significant changes to the course(s) and these terms

- (a) In addition, we may make the following changes to the course(s) and these terms:
 - (i) To increase course fees to proportionately reflect the costs associated with providing the course and associated materials;
 - (ii) To correct errors;
 - (iii) By adding or removing optional modules;
 - (iv) If a third party (a government body, an awarding body or professional institute that governs a course, for example) imposes the change on us. This may include a policy or procedure amendment, a change to the syllabus or method of assessment.

5. Providing access to your course

5.1 Course access

- (a) Law Training Centre strives to provide uninterrupted e-learning content to all learners who are entitled to access their course material. However, from time to time, Learners may be unable to access their course due to conditions beyond Law Training Centre's control. Such conditions include but are not limited to acts of God, power outages, or the acts of computer hackers and others acting outside the law. In response to any unavailability of the course materials to its learners, Law Training Centre will take steps to inform its learners as soon as reasonably possible to inform learners of the impact on access and advise on a timescale for restoration of services.

- (b) Access may be unavailable due to software issues, server downtime, increased internet traffic or downtime, programming errors, regular system maintenance, system upgrades or other related reasons. Where maintenance is scheduled in advance, learners will be informed at least 24 hours in advance of the impact to services where possible. In response to any unscheduled or immediate unavailability of the course materials to its learners, Law Training Centre will take all available reasonable steps to ensure access is restored within a realistic period.
- (c) Law Training Centre endeavours to provide the highest quality content to its learners and so it may be necessary from time to time to change or modify existing course content or course offerings to reflect enhancements, updates, and qualification requirements. To that end, Law Training Centre reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of any course in whole or in part, including, without limitation, the content, availability, and access to its courses. Such changes, modifications, additions, or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on Law Training Centre's website, on the e-learning platform and/or by notification via an announcement or to the email address you provided to us.
- (d) For the avoidance of doubt, the purchase of a current course does not entitle you to access to future revised course materials.
- (e) You will have a fixed period of access to your account on the e-learning platform from your start date. The access period is clearly set out in the fees table on our website and on your enrolment form. We will advise you in your welcome email when your course access ends and will endeavour to send you an email notifying you when you have three months' access remaining.
- (f) At the point in which you have three months' course access remaining, you may apply to have your access extended by Law Training Centre's Student Services and Financial Review Group if you have experienced extenuating circumstances during your period of study. You will be asked to provide documentary evidence of those extenuating circumstances in line with our [Course Extension and Deferral Policy](#) located in the learner resources area of your course. Course extension application forms are available on the e-learning platform and can also be provided upon request to info@ltkent.co.uk.
- (g) Law Training Centre reserves the right to refuse extended access to any learner after the initial course access period has expired at its sole discretion.
- (h) You are solely responsible for ensuring that you have sufficient and compatible hardware, software, telecommunications equipment, and Internet service necessary for use of the e-learning platform, including taking online exams if relevant. See section 11. *Technology*.
- (i) It is your responsibility to test and maintain your own IT equipment for any compatibility issues prior to signing the enrolment form.
- (j) Law Training Centre will make reasonable efforts to provide technical support during our normal business hours (Monday to Friday, 9:00am to 5:00pm excluding statutory holidays). Such support will be limited to those things within our control and will therefore exclude hardware or telecommunications problems.
- (k) The start date of access is deemed to be the date that we process your full or initial payment **and**, if relevant, we receive notification that a Direct Debit has been set up for the payment of instalments, **and** you have waived or passed the 14-day cancellation period (see section 6.3.1 *The Cancellation Period: 14-day right to cancel*).
- (l) Law Training Centre will make reasonable attempts to warn you when your access period has ended. After this, Law Training Centre can no longer guarantee access to the course, that you can sit exams or that certification will be possible.
- (m) Access periods for learners enrolled under an Employer Sponsored Training Arrangement are fixed and do not reset, extend, or restart in the event of learner substitution, withdrawal, or suspension.

5.2 Reasons we may suspend provision of a course

- (a) You will be notified if we must temporarily suspend your course access:
 - (i) to deal with technical problems or make technical changes
 - (ii) to make changes to a course.

- (b) We will suspend provision of your course access if you do not pay when asked to do so. If payment of an instalment invoice fails, you will be notified by email, and your course access will be suspended until all payments are brought up to date. You will also be charged a Direct Debit failure fee of £25.00.
- (c) If you (or your sponsor) cancel the Direct Debit mandate whilst payments are still outstanding, we will send you an email notification and suspend your course access.
- (d) Access will be temporarily or permanently denied, with no refund made of any fees paid to date, to any learner or sponsor who is not compliant with these terms, or who is found to be in breach of Law Training Centre's and/or the relevant awarding body's student and/or exam policies, rules, and regulations. This includes, but is not limited to,
 - (i) non-payment of fees when due,
 - (ii) cheating,
 - (iii) bringing the name of Law Training Centre or the awarding body into disrepute,
 - (iv) by being physically or verbally aggressive, threatening, abusive and/or disrespectful to any member of Law Training Centre staff,
 - (v) contravention of these terms and/or any policy listed in *section 12 Law Training Centre's Terms and Policies*, or any activity that results in temporary or permanent course disqualification following a disciplinary hearing.
- (e) Course access will be removed if you finish (including passing any exam) your course earlier than the end of the access period provided.

5.3 Enrolling on your course

- (a) By submitting an enrolment form as set out in *section 4.2*, you are formally accepting these terms.
- (b) You are agreeing to use the e-learning platform learning material for your own personal learning only and that the course material is not intended to be used in a professional advisory capacity.
- (c) Your course access will be provided within two working days after:
 - (i) we have received your correctly and fully completed and signed enrolment form
 - a. with your agreement to waive your 14-day cancellation period confirmed by ticking the relevant box on the form (see *section 6.3.1 The Cancellation Period: 14-day right to cancel*); or
 - b. the 14-day cancellation period has passed; and we have sent you a valid invoice;
 - and
 - (ii) Law Training Centre has received payment of that invoice either:
 - a. in full; or
 - b. If you are paying by instalments, you must set up a Direct Debit via the secure link in the email sent out to you by Law Training Centre.
- (d) If your course includes printed material as part of the fee, we will aim to provide this to you within 10 working days after the start date.
- (e) Law Training Centre is not responsible for delays outside our control. If provision of the courses, printed material or material provided by a third party is delayed by an event outside our control, we will contact you as soon as possible to let you know and take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event. If there is a substantial delay with the online course material expected, you may write to us to end the contract and receive a refund of the payment made.
- (f) It is your responsibility to register and/or become a member of the relevant professional body for your course.

5.4 Ownership and intellectual property

5.4.1 Intellectual property and copyright infringement

- (a) All intellectual property rights (including copyright) in the course and other learning materials belong to Law Training Centre.

- (b) Any Law Training Centre or third-party intellectual property and all rights will remain (as between the parties) solely with Law Training Centre.
- (c) Law Training Centre, its associated logo and all other trademarks, service marks, graphics and logos used in association with Law Training Centre's website are trademarks of Law Training Centre or its licensors. Other trademarks, service marks, graphics and logos used in connection with the website may be the trademarks of other third parties.
- (d) Your use of the website does not grant you rights or permission to reproduce or otherwise use any e-learning or third-party trademarks.
- (e) Law Training Centre will terminate access to and use of the e-learning platform (subject to a disciplinary investigation) if any learner is determined to be a repeat infringer of the copyrights or other intellectual property rights of Law Training Centre or others.

5.4.2 Intellectual property rights of others

- (a) As Law Training Centre requests that others recognise its intellectual property rights, it shall recognise the intellectual property rights of others. If material located on or linked to by Law Training Centre appears to violate copyright, you should notify Law Training Centre as soon as possible.
- (b) Law Training Centre will respond to valid notifications by removing the infringing material or disabling all links to the offending material.

6. Your rights to end the contract

6.1 General rights to end the contract

- (a) You have a right to end the contract at any time, but the timing and circumstances will underpin whether you are due a refund or must continue to pay outstanding charges.
- (b) All chargeable content supplied by Law Training Centre is classified as downloaded digital services and under the [Consumer Rights Act 2015](#) you have a legal right to end the contract only if:
 - (i) We have done something wrong or
 - (ii) You change your mind within the 14-day cancellation period (see section 6.3.1) and did not request immediate access to your online course materials at the time of enrolment.
- (c) If you want to end the contract because of something we have done or have told you we are going to do, see section 6.2.
- (d) If you have changed your mind about your course, you will be entitled to a refund if you cancel within the 14-day cancellation period **and** did not request immediate access to your online course material at the time of enrolment (see section 6.3.1).
- (e) In all other cases (if we are not at fault and the cancellation period has ended), see section 6.3.1.

6.2 Ending the contract because of something we have done or are going to do

- (a) If you are ending a contract for a reason set out at (i) to (iv) below the contract will end immediately and we will refund you in full for any part of the course which has not been provided and you may also be entitled to compensation. The reasons are:
 - (i) We have told you about a significant upcoming change to the course or these Terms which you do not agree to;
 - (ii) We have told you about an error in the price or description of the course you have enrolled in, and you do not wish to proceed;
 - (iii) There is a risk that the course may be significantly delayed because of events outside our control;
 - (iv) We have suspended provision of the course for technical reasons or notify you we are going to suspend it for technical reasons, in each case for a period of more than 30 days. Technical issues do not include suspension for failed Direct Debit payments or non-payment of fees.

6.3 Changing your mind

- (a) If we have provided access to your online course material (digital content) to you immediately after receiving your payment, and you agreed to this when you applied, you will not have the right to a refund.
- (b) If you **did not** agree to your online course material (digital content) being delivered to you immediately and change your mind within 14 days of making payment in accordance with section 6.3.1, you can end the contract by notifying us of your decision via the contact details provided in section 2.2. Notification must be writing (email or letter) but must be **received** by Law Training Centre within the 14-day cancellation period (see section 6.3.1).
- (c) If you **did** agree to your online course material (digital content) being delivered to you immediately but change your mind the 14-day does not apply, and you will not be entitled to a refund or to end the contract.
- (d) If you change your mind about the course you are enrolled on **after** the 14-day Cancellation Period and wish to switch to a different course or withdraw completely, you must notify Law Training Centre via the *Course or Unit Change* form or the *Course Suspension and Withdrawal* form, which will be made available upon request from info@ltckent.co.uk.
- (e) You have no legal right to to a refund, or to switch course once the 14-day cancellation period (see section 6.3.2) or been waived. This includes courses/units that have been deferred or access has been staggered, to which you have not yet received access to. Course changes are decided at Law Training Centre's discretion.
- (f) To be considered for a course change, the following must apply:
 - (i) You must not have shared your login details with anyone;
 - (ii) You agree to pay an administration fee of £25 to make the switch.

6.3.1 The Cancellation Period: 14-day right to cancel

- (a) You have a 14-day Cancellation Period after enrolment is complete (you have paid in full or paid your initial invoice and set up a Direct Debit mandate from the secure link supplied by Law Training Centre) in which to change your mind and cancel the contract. However, this right to cancel does **not** apply if you have expressly waived your right to cancel when enrolling **or** you have accessed the online course content.
- (b) You can give us express permission to waive your 14-day right to cancel before you are given access to your online course by ticking the box indicated on the enrolment form, or in an email to us.

6.3.2 When you do not have the right to change your mind

- (a) You do **not** have the right to change your mind:
 - (i) After you expressly waive your 14-day right to cancel by requesting immediate access to your online course material at the time of enrolment;
 - (ii) When you have started or completed the course you are enrolled in but have not finished paying your course fees;
 - (iii) When you do not complete the course, submit necessary work/assessments, or use any or all of the materials provided by Law Training Centre;
 - (iv) After your course access expires.

6.4 Ending the contract where we are not at fault and there is no right to change your mind

- (a) Even if we are not at fault and you do not have a right to change your mind (see section 6.3.2), you can end the contract before your course access expires but you will still be liable for any outstanding fees.

6.5 Our right to end the contract

- (a) We may end the contract for a course at any time by writing to you if you:
 - (i) Do not make a payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due;
 - (ii) Have not complied with our policies referred to in section 12 *Terms, Policies and Procedures*, those of any relevant professional body or institute, or you are found guilty of inappropriate conduct, wasting your tutor's time by not following their professional guidance, not adhering to published deadlines, or are acting in a way that detrimentally affects the learning of others;
 - (iii) A disciplinary hearing has determined you are guilty of misconduct resulting in termination of the contract.
- (b) If we end the contract in the situations set out in section 6.4 a on or after the start date you will not be entitled to any refund. If we end the contract in advance of the start date, we will refund any money you have paid in advance for a course, but we may deduct from that refund as reasonable compensation for the net costs we will incur because of ending your contract.

6.6 Your rights under an Employer Sponsored Training Arrangement

- (a) Learners enrolled under an Employer Sponsored Training Arrangement have no right to cancel their enrolment, request a refund, or rely on consumer cooling off rights.
- (b) All cancellation, withdrawal, or substitution rights are governed exclusively by the Employer Sponsored Training Terms.

7. Feedback and complaints

7.1 Feedback

- (a) Law Training Centre actively seeks and encourages learners to share their views. If you have any feedback please refer to the [Student Feedback Policy](#).
- (b) From time to time, Law Training Centre may request additional feedback via surveys or other mechanisms.

7.2 Complaints

- (a) If you have any questions or complaints about the course, please contact us as soon as possible. You can telephone our Student Services Team on +44 (0) 330 088 8495 or write to us at info@ltkent.co.uk or Law Training Centre (Kent) Limited, The Panorama, Park Street, Ashford, TN24 8DF, UK.
- (b) Information about complaints is found at section 12.3 *Complaints*. If you wish to make a formal complaint, please do so following our [Complaints Policy and Procedures](#).

8. Fees and payment

8.1 Fees

- (a) Our latest course fees are advertised on our website. We take all reasonable care to ensure that the price of the course advised to you is correct but please see clause 8.1f for what happens if we discover an error in the price of the course.
- (b) Unless otherwise stated, the course fees do not include any additional fees. Depending on the professional body your accreditation is linked to, you may need to pay for additional books or other material, registration fees and exam fees.
- (c) If you are enrolling on a CLC/SQA course, and residing outside of the UK, an additional charge will be applied to your invoice if you would like course manuals (where available) posted to you. They are available to you as downloadable PDFs.

- (d) Course fees are subject to UK VAT. Prices shown for individual learners include VAT at the applicable rate. For purchases invoiced to employers or organisations, VAT will be added at the prevailing rate.
- (e) Computer equipment (see section 11. *Technology*) and internet access costs are **not** included in your course fees.
- (f) It is always possible that, despite our best efforts, a course may be incorrectly priced. We will normally check prices before accepting your enrolment so that, when the course's correct fees at your enrolment date are less than our stated price at your enrolment date, we will charge the lower amount.
- (g) If the course's correct price on your enrolment date is higher than the fees stated, we will contact you for your instructions before we process your enrolment form.
- (h) If you think an invoice is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.
- (i) Where an Employer funds or sponsors a training place, all payment obligations rest solely with the Employer and are unaffected by learner withdrawal, substitution, non completion, or changes in employment status.

8.2 When you must pay and how you must pay

- (a) We accept payment by card, PayPal, or bank transfer. Payment details can be found on your invoice email. We cannot take payment over the phone.
- (b) When you must pay depends on what payment option you selected on your enrolment form.
- (c) If you are paying your own fees, we will provide you with access to the e-learning platform once you have:
 - (i) paid your invoice in full or
 - (ii) if you are paying by instalments, have paid your first invoice and set up your Direct Debit mandate using the secure link that we email to you.

You must also expressly waive your right to the 14-day cancellation period if you want access within that time.
- (d) If you are a sponsored learner and your employer is paying your fees, by making payment, your sponsor is agreeing to abide by our terms and conditions. We will provide you with access to the e-learning platform once your sponsor has
 - (i) paid the invoice in full or
 - (ii) if your sponsor is paying by instalments, have paid the first invoice and set up the Direct Debit mandate using the secure link that we email to them.
- (e) You (and your employer if you are sponsored) will receive a copy of all invoices.

8.3 Paying by instalments

8.3.1 Eligibility and obligations

- (a) When offered as a course fee option, you can choose to pay by one of the interest-free instalment plans offered by setting up a Direct Debit mandate through the secure link that Law Training Centre will email to you.
- (b) The amount and timing of payments is non-negotiable.
- (c) Instalment plans are available on selected advertised courses subject to eligibility requirements.
 - (i) If payments are being made from a UK bank account, the eligibility requirements are:
 - a. You have not had an instalment payment plan with Law Training Centre previously where you or your bank stopped payments without Law Training Centre's agreement
 - b. You have provided two forms of identification to confirm name and address, one from being photo ID i.e. valid driving licence or passport, and the other form being proof of address i.e. current utility bill or bank statement dated within the last 3-months of your application

- (ii) If payments are being made from a non-UK bank account, the eligibility requirements are:
 - a. You have not had an instalment payment plan with Law Training Centre previously where you or your bank stopped payments without Law Training Centre's agreement
 - b. You have provided two forms of identification to confirm name and address, one from being photo ID i.e. valid driving licence or passport, and the other form being proof of address i.e. current utility bill or bank statement dated within the last 3 months of your application
 - c. You must complete and overseas Acknowledgement of Fees form, and provide us with the requested supporting documentation.
- (d) Instalment payments will not be available to:
 - (i) Any individual or organisation that has previously stopped instalment payments without prior written agreement with Law Training Centre.
 - (ii) Any individual or organisation that has previously defaulted on fee payments to Law Training Centre.
 - (iii) Certain courses as determined by Law Training Centre.
- (e) When paying by instalments, through a Direct Debit mandate, you agree to ensure:
 - (i) There are sufficient funds in your account to pay the fee amount. The monthly instalment date will automatically be set to start 1-month from the date that the initial payment was received. If you wish to change this date, please contact accounts@ltkent.co.uk.
 - (ii) Fees have correctly been taken out of your account within five working days of the instalment invoice date.
 - (iii) The Direct Debit remains in place until all of your course fees have been paid to Law Training Centre.

That you notify Law Training Centre immediately if you want to change the bank account to which the Direct Debit is linked, or if there are issues with your bank account beyond your control.
- (f) When paying by instalments with a non-UK bank account, you must ensure:
 - (i) you make all payments by the date agreed on the Overseas Acknowledgement of Fees form.
- (g) You must notify Law Training Centre immediately if you encounter unexpected financial problems and need to request a payment break of up to three calendar months. Please be aware that no more than one payment break will be approved in any enrolment period.

8.3.2 Failure to pay: Administration fees, interest charges, debt recovery compensation and action if you or your sponsor pay late

- (a) We will charge an administration fee of **£25** for failed Direct Debit or late payments.
- (b) If you or your sponsor do not make a payment to us by the due date, we **may** exercise our statutory right to claim interest at **8%** over the Bank of England base rate and claim compensation for debt recovery costs under the Late Payment legislation. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest, compensation, and any overdue amount.
- (c) We will exercise our right to either end the contract (see section 6.5) or immediately suspend course access until all applicable course fees, administrative fees, interest charges and debt recovery costs are paid.
- (d) Assessment and exam results will not be submitted to the Awarding Body until all course fees are paid.
- (e) You will not be allowed to enrol on another Law Training Centre course until fees for any current course are paid in full or fee payments are up to date.
- (f) You may be excluded from enrolling in or participating in any initiatives run by Law Training Centre directly or in conjunction with its partner organisations.

- (g) If you are being sponsored and they are paying by instalments, the following applies:
- (i) Your sponsor agrees to pay all instalments regardless of any change in circumstances between you and your sponsor, e.g., if you leave their employment.
 - (ii) If your sponsor fails to make payment, we will pursue the outstanding balance with them. If payment is not received, or they refuse to pay, your course access will be suspended and no results will be registered with the awarding body, and/or certificates issued. If you wish to continue with your course, you will need to pay the remaining balance (the relevant VAT adjustments will be made).
 - (iii) If you have changed employment, and they wish to take over the remaining balance, they are welcome to do so with the express written agreement of your sponsor. No substitution of learner will be available in these circumstances for the previous or new employer. VAT will apply. Please contact accounts@ltkent.co.uk for further information.

8.3.3 Refunds

- (a) Once purchased and the 14-day cancellation period (see section 6. *Your rights to end the contract*) has passed or been waived, you will be given access to your online course materials within two working days. No refunds will be given after that point even if you do not start or complete the course or submit the necessary work, assessments, or exams. See section 6. *Your rights to end the contract*. (This includes any units which have been deferred or access has been staggered).
- (b) If you are still within the 14-day cancellation period and want a refund, we will refund the amount you paid by the same method you used to pay us.
- (c) If you pay by bank transfer, you will need to provide photographic evidence of your bank details to us in writing. These will be verified by phone by a member of Law Training Centre's Accounts team. The refund will be made within 10 working days of verification.

8.3.4 Instalment arrangements and Direct Debit provisions

Instalment arrangements and Direct Debit provisions in this section do not apply to Employer Sponsored Training Arrangements unless expressly agreed in writing with the Employer.

9. Loss or damage suffered by you

9.1 Our responsibility

- (a) Law Training Centre are responsible to you for foreseeable loss or damage caused by us if we fail to comply with these terms as a result of us breaking this contract, or our failure to use reasonable care and skill.
- (b) We are not responsible for loss or damage caused if a matter was not known to us prior to the contract being agreed.
- (c) If defective digital content which we have supplied damages a device or digital content belonging to you, and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for:
 - (i) damage which you could have avoided by following our advice to apply an update offered to you free of charge; **or**
 - (ii) damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us; **and**
 - (iii) It is your responsibility to use virus checking software.
- (d) We are not liable for business losses. We only supply the courses for private use. If you use the courses for any commercial or business purposes, business we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- (e) Law Training Centre shall not be liable for any loss arising from an Employer's decision to withdraw, substitute, or discontinue a learner's participation under an Employer Sponsored Training Arrangement.

10. Your personal information

10.1 Use of your personal information by us

- (a) We will use the personal information you provide to us:
 - (i) To supply the requested course to you.
 - (ii) To process your payment for a course.
 - (iii) If you agreed to this during the enrolment process, to inform you about similar courses that we provide. You may stop receiving these at any time by contacting marketing@tckent.co.uk.
- (b) We may share your personal information:
 - (i) If you are a sponsored learner, we will share the data provided in your enrolment form with your sponsor or any other party responsible for paying your fees;
 - (ii) With any one of SQA, CLC, CILEX, CMI, PropertyMark, NALP, CIPS, or any other relevant professional body for your course;
 - (iii) With a third party in connection with a change in corporate structure such as, but not limited to, merger, consolidation, sale, liquidation, or transfer of substantial assets;
 - (iv) With a third party as anonymised data for reporting purposes, such as the QAA, OfS, HESA or other relevant body
 - (v) We may disclose personal information, as permitted, or required by law, to:
 - a. respond to inquiries or requests from governmental or public authorities;
 - b. respond to appropriate inquiries from accountants or auditors;
 - c. protect our rights, privacy, safety or property;
 - d. permit us to pursue available remedies or limit damages that we may sustain;
 - e. enforce our agreements, including without limitation, to our enrolment terms.
 - f. Where a learner is enrolled under an Employer Sponsored Training Arrangement, Law Training Centre may share relevant learner information with the Employer for administration, reporting, and progress monitoring purposes, in accordance with the Employer Sponsored Training Terms.

11. Technology

11.1 Basic requirements for all courses

- (a) To participate in one of our courses, you will need access to the following essential items:
 - (i) A computer/laptop/tablet
 - (ii) Operating System: Windows 7+ / macOS 10.11+ / Chrome 58+;
 - (iii) At least 2GB of RAM;
 - (iv) Keyboard and mouse or another pointing device;
 - (v) A stable broadband internet connection with 10 Mbps average speed. A wired connection (using an ethernet cable) is better than a Wi-Fi connection for maintaining internet stability;
 - (vi) Processor: 2GHz Intel Pentium / Intel / ARM;
 - (vii) Free disk space: 1GB.

11.2 Additional requirements for online proctored exams

- (a) To sit online proctored exams, you will need access to all the above, **plus**:
 - (i) A suitable webcam which can rotate or can be picked up and turned to show a 360-degree view of your examination area. You will need to do a room scan and show your exam material prior to the start of the exam;
 - (ii) A working microphone;
 - (iii) The latest version of the Chrome browser;
 - (iv) Google Chrome extension (details will be provided when booking your exam);
 - (v) A Google account in order to book your exam.

- (b) It is your responsibility to check that the device you plan to use to access your e-learning account is compatible with the requirements listed above.
- (c) Course equipment and internet access costs are your responsibility. They are not included in your course fees.

12. Terms, Policies and Procedures

12.1 Law Training Centre's Terms and conditions

- (a) You must always comply with these terms

12.2 Law Training Centre's Policies and Procedures

- (a) You must always comply with Law Training Centre's policies and procedures on:
 - (i) Admissions
 - (ii) Learner conduct
 - (iii) Course access arrangements
 - (iv) Complaints and Appeals

The above policies are available on Law Training Centre's website here (add link) or by request to info@ltkent.co.uk

12.3 Complaints

- (a) Law Training Centre is committed to providing an excellent service and takes all complaints seriously and will deal with them promptly to fully investigate and resolve concerns and put things right when they go wrong.
- (b) Law Training Centre's Complaints Policy and Procedures sets out the complaints process.
- (c) Should you wish to request a copy of the Complaints Policy and Procedures and/or the complaints form, please contact info@ltkent.co.uk

12.4 The Course Transfer Policy

The Course Transfer Policy and any learner initiated course change rights do not apply to learners enrolled under an Employer Sponsored Training Arrangement unless expressly stated otherwise in the Employer Sponsored Training Terms.

Approved by	Eve Dullabh	Approval signature	<i>Eve Dullabh</i>
Date signed	02/26		