

London South Bank University

These Terms and Conditions ("**Conditions**") together with the booking form on the website comprise the agreement under which South Bank University Enterprises Limited ("**SBUEL**"), an affiliate of London South Bank University ("**LSBU**") will provide the *ACCA Revision Course for Strategic Business Learning (SBR and Strategic Business Leader (SBR))* to the participant/you. Please read these terms carefully before you submit your order to us. These terms tell you what your rights are in relation to the contract.

1 **Outline of Course**

- 1.1 The *ACCA Revision Course* will cover Strategic Business Learning (SBL) and Strategic Business Leader (SBR).
- 1.2 The ACCA revision course will run on the dates shown in Schedule 1.
- 1.3 The ACCA revision course will be an evening course running on Monday and Thursday from 18.00 to 21.00 with two sessions to be held on weekends from 10.00 to 17.00, on the dates shown in Schedule 1.
- 1.4 Participant will have library and wifi access for the duration of their course. However, participant will not have digital or borrowing rights. Participant will be provided with relevant study material(s).

2 **Entry requirements**

- 2.1 It is your responsibility to be registered with the ACCA and also to ensure that you are eligible to take the examinations at a specific date and time in line with the ACCA's regulations. Please ensure that you have done this prior to booking onto this course. Full information can be found on the ACCA website (<http://www.accaglobal.com/uk/en.html>). SBUEL are not responsible for the contents of any third party website.
- 2.2 Please note that SBUEL does not accept any responsibility for participants who have not clarified whether the course is appropriate for them or their eligibility. It is the responsibility of the participant making the booking to ensure that the selected courses are appropriate for their needs.

International participants

- 2.3 You are solely responsible for any visa requirements in order to enter and remain in the UK. The ACCA Revision Course is not open to Tier 4 visa students. For further advice or support concerning your eligibility to book onto the course, please ensure you check the Home Office requirements. If you require additional help you may contact international@lsbu.ac.uk. Please ensure, where necessary that you have complied with all such requirements in advance of booking onto this course. Refunds will not be offered under any circumstances should your visa application be declined or delayed.

3 **Booking and Payment**

- 3.1 The price for the course (which includes VAT) will be the price indicated on the website and on the order pages when you enrol for you place on the course. We take all reasonable care to ensure that the price of the course advised to you is correct, however if the course's correct price at your enrolment date is higher than the price stated to you, we will endeavour to contact you for your instructions before we accept your order.
- 3.2 Your place on the course will be confirmed by email upon payment of the full course fees.
- 3.3 The fees for the course do not include any examination entry fees, which should be made by separate arrangement with ACCA/the relevant examining body. SBUEL or its affiliates have no responsibility for entering you into any exams or for your relationship with any external body.
- 3.4 No refunds will be offered if you fail to attend the course or attempt to cancel within 14 days of the start of the course, unless you are still within the 14 day cooling-off period set out in clause 4.1.

4 **Refund and cancellation policy**

- 4.1 You have a legal right to change your mind within 14 days after the day we email you to confirm that we accept your order for a place on the course, during which time you will be able to receive a full refund. Once we have completed the services you cannot change your mind, even if the 14 day period is still running. If you cancel after we have started the services, but within the 14 day period, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- 4.2 **SBUEL are unable to offer any refunds should you decide to cancel after the 14 day cooling off period or are unable to attend your course.**
- 4.3 In exceptional circumstances, participants who are unable to attend may transfer to another scheduled delivery of the course if SBUEL is able to re-sell their original place to another participant. This transfer is solely at the discretion of the Course Coordinator and will incur a £50 administration fee.
- 4.4 No transfer to an alternative scheduled delivery of the course will be considered and/or offered if the following circumstances apply:
 - 4.4.1 a course booking is cancelled within 2 weeks of the course date (unless a waiting list for the course exists and the place can be re-sold at short notice) (this clause does not affect your right to cancel your order during the 14 day cooling off period in clause 4.1;
 - 4.4.2 you are unable to attend a course due to changes in personal circumstances;

- 4.4.3 you are unable to attend a course due to travel problems caused by unfavourable weather or cancellations by travel operators;
- 4.4.4 you require a VISA to enter the UK and are unable to obtain one.
- 4.5 Travel or accommodation expenses will not be compensated for should a course be cancelled or re-arranged for an alternative date.
- 4.6 SBUEL reserves its right to make a refund in exceptional circumstances in its absolute discretion.
- 4.7 Refunds will only be made using the original method of payment and to the person who made the original payment.

5 Our right to make changes

- 5.1 Occasionally SBUEL may have to cancel or postpone a class due to unavoidable circumstances or if a class is under-subscribed. In such a case SBUEL will notify all confirmed attendees as soon as possible and offer full refunds.
- 5.2 SBUEL reserves the right to cancel a course or change course dates, tutors or timetables from those published at its discretion, and we will notify you in advance of such changes. In these circumstances SBUEL will normally arrange an alternative date and offer you a transfer to this date or, if this date is not convenient, a full refund will be offered.
- 5.3 In the unlikely event that the advertised tutor is unable to teach the class, SBUEL reserves the right to substitute the advertised tutor with another appropriate tutor.
- 5.4 SBUEL suggests that participants arrange insurance to cover unforeseen events such as illness, unfavourable weather, or cancellation of a course for which travel and accommodation costs have been incurred.

6 Participant Obligations

- 6.1 You must notify SBUEL, in writing, of any change in the contact details provided as these will be used by SBUEL for all correspondence.
- 6.2 SBUEL and its affiliates do not accept responsibility for registering participants with ACCA or any other professional bodies or entry for the relevant written exams.
- 6.3 Course and study materials are not transferrable between participants.
- 6.4 Participants must at all times carry with them their temporary ID pass. Failure to produce on demand temporary ID pass may result in participants being refused admission to a course.
- 6.5 Participants shall conduct themselves at all times in a manner which shows respect for SBUEL and its affiliates, their staff, students of LSBU, fellow participants and

property. Any breaches of policies or codes of conduct notified to the participant may result in removal from the course with no refund.

7 **Intellectual property**

7.1 All intellectual property rights in all materials and online resources supplied by SBUEL and its affiliates are expressly reserved. Any unauthorised duplication, publication or distribution is strictly prohibited.

8 **Liability**

8.1 You are responsible for verifying that the course you enrol onto is suitable for your needs and any specific requirements you may have. SBUEL does not guarantee or make any commitment that any result or objective will be obtained from completion of the course.

8.2 The liability of SBUEL for foreseeable losses arising out of its negligence (other than in respect of liability for death or personal injury), breach of contract or any other cause of action arising out of or in connection with this agreement or our failure to use reasonable care and skill, is limited to the value of monies received from the participant for the course.

8.3 SBUEL does not exclude or limit liability:

8.3.1 for fraud; or

8.3.2 for death or personal injury to the extent that it results from the negligence of SBUEL and its affiliates, its officers, employees or agents.

8.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

9 **Security**

9.1 SBUEL and its affiliates accept no responsibility for anything that is lost or stolen from its premises. Personal possessions are the sole responsibility of the participant and participants are advised to keep valuable belongings with them at all times and to take out appropriate insurance.

10 **Data protection**

10.1 The participant agrees to allow SBUEL and its affiliates to retain any information provided which will be used in line with current legislation, including to:

10.1.1 communicate with the participant to perform their obligations under this agreement;

10.1.2 inform participants about their courses, products and services which may be of interest;

- 10.1.3 provide feedback to participants on their progress and course performance;
- 10.1.4 provide feedback on the participants progress and attendance on the course to your sponsor/employer, if you are sponsored by a third party for the course. Please note, as previously stated SBUEL and its affiliates have no responsibility for any external exams and are not able to provide any information in relation to performance with external bodies.
- 10.2 If you agree for SBUEL to obtain your external exam results from the relevant professional body, ACCA, you will need to sign a separate form produced by ACCA for the results to be released to SBUEL. There is no express obligation for you to do so.
- 10.3 If you wish to opt out of any of this use of data or information, then you should contact dpa@lsbu.ac.uk to let us know.

11 Events outside our control

- 11.1 SBUEL and its affiliates shall not be responsible for delays or events outside of our control. If the delivery of the course is delayed or interrupted by an event outside of our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but have not received.

12 Dispute Resolution

- 12.1 If you have any questions or complaints about the course or provision of services, please contact Daniel Janowski in the first instance who will be able to deal with your complaint. If your issue is not resolved by the director of studies, you may make a formal complaint in writing to the Head of Division. Please provide details of your complaint, including the date on which it occurred. Your letter should be clearly headed, 'Formal Complaint'. We recommend that you send your letter by recorded delivery and keep a copy for your own reference. You should address your letter to: Mr Vijay Lee, Head of Accounting & Finance Division, London South Bank University, 103 Borough Road, London, SE1 0AA. We aim to send you an initial written acknowledgement of your complaint within two weeks from date of receipt. Your complaint will be investigated and we aim to send you a final written notification of the resulting decision within eight weeks from the original date of receipt.

13 Other important terms

- 13.1 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

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- 13.2 The contract shall be governed by and interpreted according to the laws of England and Wales, and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1
Course Dates

Course element	Date	Time	Tutor
Start Date of Course SBR	03/12/2018	18.00 -21.00	Joe Adomako
Start Date of Course SBL	06/12/2018	18.00 – 21.00	Sara Abdaless
SBR Week 2	10/12/2018	18.00 – 21.00	Joe Adomako
SBL Week 2	13/12/2018	18.00 - 21.00	Sara Abdaless
SBR Week 3	17/12/2018	18.00 – 21.00	Joe Adomako
SBL Week 3	20/12/2018	18.00 -21.00	Sara Abdaless
SBR Week 4	07/01/2019	18.00 – 21.00	Joe Adomako
SBL Week 4	10/01/2019	18.00 – 21.00	Sara Abdaless
SBR Week 5	14/01/2019	18.00 – 21.00	Joe Adomako
SBL Week 5	17/01/2019	18.00 – 21.00	Sara Abdaless
SBR Week 6	21/01/2019	18.00 – 21.00	Joe Adomako
SBL Week 6	24/01/2019	18.00 – 21.00	Ivor Pingue
SBR Week 7	28/01/2019	18.00 -21.00	Joe Adomako
SBL Week 7	31/01/2019	18.00 – 21.00	Ivor Pingue
SBR Week 8	04/02/2019	18.00 – 21.00	Joe Adomako
SBL Week 8	07/02/2019	18.00 – 21.00	Ivor Pingue
SBR Week 9	11/02/2019	18.00 – 21.00	Joe Adomako
SBL Week 9	14/02/2019	18.00 – 21.00	Ivor Pingue
SBR Week 10	18/02/2019	18.00 – 21.00	Joe Adomako
SBL Week 10	21/02/2019	18.00 – 21.00	Ivor Pingue
SBR Weekend Revision 1	23/02/2019	10.00 -17.00	Joe Adomako

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SBL Weekend Revision 1	24/02/2019	10.00 -17.00	Sara Abdaless
SBR Weekend Revision 2	02/03/2019	10.00 -17.00	Joe Adomako
SBL Weekend Revision 2	03/03/2019	10.00 -17.00	Ivor Pingue