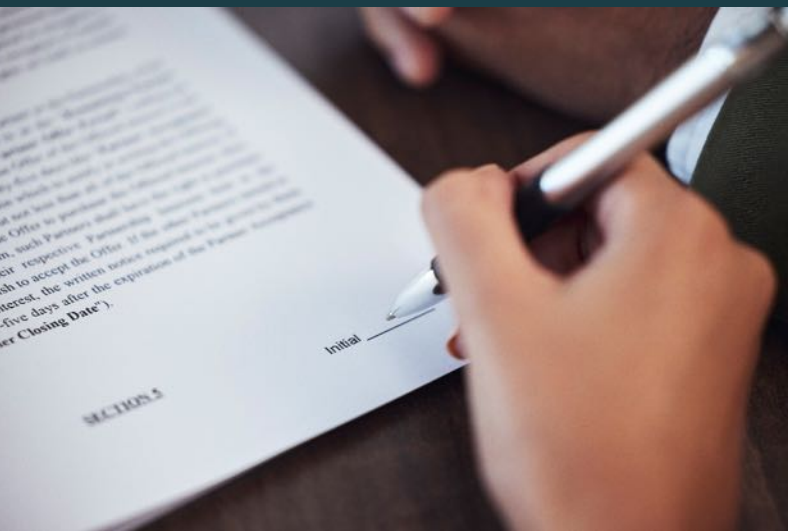




Course Brochure

Employment Law Level 3 (QLS) Diploma

Business, Management & Law Faculty



Join over
7,202
students
who have enrolled on
this course



WhatsApp

Click to chat to a Student Advisor

QUALITY LICENCE SCHEME

The Quality Licence Scheme is part of the Skills and Education Group, a charitable organisation that unites education and skills-orientated organisations that share similar values and objectives. With more than 100 years of collective experience, the Skills and Education Group's strategic partnerships create opportunities to inform, influence and represent the wider education and skills sector.

If you want to invest in a better future, then **Open Learning College** can help improve your career prospects through study.

We welcome over 1,000 new students to our college each month. People just like you who want to take advantage of the financial, educational, and personal benefits on offer – a small short-term investment that will continue to reward you throughout life.

Our success is measured by yours

Since we started **Open Learning College**, we've helped people to not just think about building a brighter future, but to make it a reality. In fact, our success rate is such that we're now the No.1 provider of **high-quality** online learning courses.

We're with you, every step of the way.

We offer you the flexibility to manage your studies around existing commitments, so you can learn in your own time and at your own pace. When you study with us, you're in control of your learning. But you're not on your own by any means. We're always here to give you all the support you need to stay on track.



COURSE CODE
OLC1091
DELIVERY FORMAT
ONLINE & PAPER
STUDY TIME
200 HOURS
ACCREDITATION
QLS & OPA
AWARD TYPE
DIPLOMA
ENROLMENT FEE
£581.25 (£465)

The right choice Open Learning College

- Courses leading to industry and employer recognised Professional Qualifications
- One-to-one tutor support from a dedicated Open Learning College tutor
- Unlimited access to our unique Online Student Community Xperience™ in the Metaverse, where you can set up your personal student profile, interact with other students, access discussion forums, message boards and other online resources.
- Courses including all study materials, assessments, software, and student membership of the relevant awarding bodies and associations.
- The freedom to continue earning while you learn.
- The flexibility to learn anywhere in your own time and at your own pace.
- The experience of the UK's most innovative online college.
- No set term times or classes to attend so you can enrol straight away.



“ I investigated several online colleges, but Open Learning College offered me the course best suited to my chosen career. I needed the flexibility of distance learning but wanted to be sure I was getting a recognised qualification - with Open Learning College I got both.”

Craig C,
Ayrshire

Course Overview

This Quality Licence Scheme level 3 course will nurture students into the exciting world of the employer-employee relationship, which many Oxford College students will relate to on both a professional and/or personal level. It will provide an insightful yet interesting dive into the characteristics of employment contracts, unfair dismissal claims, wrongful dismissal claims, redundancy, breach of contract, discriminatory in the work place, employee rights and ever developing European Union regulations impacting on UK domestic laws. It will explore the rules that regulate and underpin our relationship with our employer and when difficulties arise, what remedies and options are available for the involved parties. It provides a detailed foundation for further studying in areas of law and/or human resources.

The area of employment law is said by many lawyers to be one of the most rapidly changing and dynamic areas within the English Legal System. Since the United Kingdom joined the European Union in 1973, our membership has changed the face of employment law and in conjunction with social policy developments; the employment law world has seen a shift to rebalance the powers and rights between both employer and employee.

Having knowledge of employment legislation can enhance your ability to identify breaches and redress situations amicably. It will also be suitable for those who support fellow employees at disciplinary hearings and employment tribunals, such as work place union representatives or union officials. Alternatively, it will suit any one (employer or employee) to gain more knowledge of the difficult world of employment law.

Students will develop skills in analysing clauses, terms and conditions of employment contracts, they will understand the basic legal concepts of right and responsibilities owed and given to both the employer and employee and develop their problem solving skills by identifying relevant facts, legal principles and solutions.

What Will You Learn?

Employment Law delves into the intricate legal framework governing employer-employee relationships.

Learners explore various aspects, including contractual agreements, discrimination laws, termination, and workplace rights.

The course delves into the legislative landscape, covering laws and regulations related to labor, ensuring a comprehensive understanding of legal obligations in the workplace.

From understanding employee rights to the intricacies of fair treatment and resolving disputes, this course equips individuals with a comprehensive understanding of employment law principles, enabling them to navigate legal complexities in various organizational settings.

Additionally, learners gain insights into recent developments and case studies that shape contemporary employment law practices.

Entry Requirements

The good news is that no prior learning knowledge or experience is essential to take this course. This course is openly available to anyone wishing to learn more **Employment Law Level 3 Diploma** and would like to take part in a highly rewarding distance learning study course.

We believe that everyone should have the opportunity to expand their knowledge and study further, so we try to keep our entry requirements to a minimum.

You have the freedom to start the course at any time and continue your studies at your own pace for a period of up to 12 months from initial registration with full tutor support.

Course Key Topics

the **Employment Law Level 3 Diploma** course is divided into 10 modules.

Module 1: The UK Legal System and Employment Law

This is a great unit for the complete beginner and a refresher to those with some knowledge of employment law and the principles of the English Legal System. As introduction module, module 1 will assess the mechanics of our complex legal system; it will introduce you to the world of common law, equity, primary and secondary legislation, the doctrine of precedent and the impact of European Law. This will provide you with the foundation for studying further law courses and the remaining course.

Module 2: What is a Contract and why it is Important

The cornerstone of any employment contract is the 'contract' element. But apart from being an agreement in principle, in the eyes of the law, what is a contract? This module will dive into the formation of contracts which covers the i) offer, ii) acceptance and iii) consideration elements of the contract. Who can have a contract, what rights are implied into a contract, what is the difference between being full-time, part-time and agency? What is a subcontract? Finally, when you sign your name on a contract, what are you actually signing? What rights do you have? What rights are afforded to you? This is an exciting module and you will read a range of law which shapes the employment contract we all come to know today.

Module 3: Contents of the Contract of Employment

Here we look in fine detail at the actual employment contract, what duties you owe to your employer and what rights are afforded to you by your employer and the State (called implied terms). You will assess the legal concept of mutual trust and agreement between employer-employee, observation of reasonable order from your employer, restriction on trade secrets, the common law duty of negligence, vicarious liability and your employer's duty to provide work. This can be a challenging unit, with many legal concepts to understand, but some areas will be new to you.

Module 4: Termination of the Contract of Employment

Aside from 'handing in your notice' what does this mean in practice? You will assess the common law on dismissals and what it means to be unfairly dismissed in law. You will look in detail at the restricted areas which an employer can terminate your contract and you may be surprised to learn the limited scope of options available to an employer and the degree of evidence needed. This unit will be of particular interest to those who wish to learn more about the process of your employer terminating your contract and when they have lawful authority to do this.

Module 5: Redundancy and Transfer of Undertakings

This can be a challenging unit, for those who have gone through or know someone who has gone through this process; it can be a difficult and challenging time. What does it then mean to be made redundant? How does an employer work out your redundancy payments? What laws have judges made (common law) around this area to protect you and protect your employer? Alternatively, you may have gone through a transfer to a new employer, so what is a TUPE and how does European Law assist or hinder this process?

Course Key Topics

the **Employment Law Level 3 Diploma** course is divided into 10 modules.

Module 6: Remuneration and Hours of Work

What is a wage? What are lawful deductions from your payslip and what happens when you get overpaid or underpaid? This area of the module looks at payment for your working service, annual leave, rest periods between working hours and paid annual leave. It will also touch on maternity payments and is an interesting area on its own.

Module 7: Discrimination within the Employment Relationship

What does the law afford you as an individual in terms of your age, race, sex or religion? What are your rights as a disabled individual and what happens when your employer breaks the law? This is a complex unit and now covered under the Equality Act 2010, this is an extremely interesting area of employment law and you will learn a lot of law on the protection of employees within this module.

Module 8: Health and Safety within the Workplace

Often floated as a barrier within the workplace, the dreaded “health and safety” section. However, the law offers you a high degree of safety when working and if things go wrong, where does liability end up? You will learn about your duties as an employee and your employer’s duties to you. This module will provide you with a wealth of knowledge on health and safety law within employment and can be an interesting area of law on its own.

Module 9: European Dimension

What impact has our membership of the European Union (EU) had on employment law in the UK? Well, a lot, is the short answer. This module will take you through the formation of EU law, how it is made and the types of EU law and how it applies to the UK. Does it have automatic effect or does Parliament have to enact it as law?

Module 10: Collective aspects of Employment Law

The final module in this course, it concludes with a review of trade union law; such as picketing, industrial action, conflicts and bargaining. It also assesses the law on breaches of contracts, what remedies and actions are available to parties and a review of the Human Rights Act 1998 and its impact on protecting or hindering employment contracts, Finally, you will also briefly study the interface between criminal conduct (criminal law) and when it may enter into your conduct at work.



Expert support and guidance from a course advisor

Open Learning College have helped people just like you to qualify through distance learning, we understand precisely how to support you through the decision-making process, and then on into your studies. The starting point is to choose the right course that will set you on the path to a more successful future.

We are committed to supporting you all the way by delivering an outstanding learning experience. Before you enrol, we want to ensure that you choose the course, qualification and tutoring option that are right for you. To assist with this, our expert **Course Advisors** are available to guide you through the range of options, including:

- Pre-entry guidance – establishing the right course and qualification outcome to meet your career and learning requirements.
- Course and Tutor options
- Course materials, content, and Online Student Community
- How distance learning works
- Advice on how to make the most of your course.

Target Audience

- Employment Law caters to a wide spectrum of individuals involved in the realm of human resources, legal professions, or business management.
- It's beneficial for HR professionals seeking a deeper understanding of legal frameworks governing employment, empowering them to enforce fair practices and mitigate legal risks within organisations.
- Legal practitioners aiming to specialise in employment law will find this course instrumental in honing their expertise.
- Additionally, business owners and managers can benefit from understanding these laws to ensure compliance and maintain healthy employer-employee relationships.
- Furthermore, students aspiring to pursue careers in law or HR can gain a foundational understanding of employment law principles through this course.



Course Duration

We recommend you spend approximately 200 hours of your time studying for the **Employment Law Level 3** course. The pace of study is completely up to you. To give an example, if you dedicate 4 hours per week to study, it will take you one year to complete but if you could spare 8 hours a week you could complete it in six months.

Enrolment Fees

We want to make sure that you get the best value for your money, which is why we have included the registration fee, certification fee, and full tutor support in the course price. Enrolling in the **Employment Law Level 3 Diploma** course would usually cost **£581.25**, but for a limited time, you can get a **20% discount** and pay only **£465.00** if you enrol online and pay in full.

If you prefer to spread the cost, you can choose our Easy Payment Plan. Simply pay a deposit of **£116.25** when you enrol online and then make **4 equal payments of £116.25 per month**. The first payment is due about a month after you receive your course.

Payment Method	1 st Payment	Instalment	Total
Pay in Full (Online)	£465.00	N/A	£465.00
Instalment Plan (Online)	£116.25	£116.25 X 4	£581.25
Paper + Online Version (+£100)	£100.00	N/A	£100.00

Note: Instalment plans are not available to our international students.

Klarna.

Millions of savvy shoppers have already chosen Klarna when purchasing online.

Enrol today and pay nothing and then pay in full up to 30 days later or split the cost into 3 interest-free monthly instalments. At checkout choose Klarna as your payment option and get the 20% pay in full discount option today.



Tutor support – helping you every step of the way

At Open Learning College, we are proud of our tutor support team. All of our tutors are qualified in their appropriate disciplines. You can relax knowing that the people behind your course will also be behind you, to mentor and help you complete your studies.

Our **Employment Law (Level 3)** course is designed to provide you with comprehensive materials to guide you through your learning journey. You'll have the support of your own personal tutor, who will be there to assist you with your coursework and answer any questions you may have.

Furthermore, our Student Advisors are always available to provide you with practical advice and guidance via the online portal, email, or phone, ensuring that you're fully supported throughout your studies.

- At the start of your course, you will be assigned a personal tutor.
- Access to a tutor via the Metaverse or the Learner Management System.
- All assignments you complete can be sent to them online, via the LMS.
- At the successful completion of your course, you can request an Academic Reference from your tutor or the college.



QUALITY LICENCE SCHEME



Visit the QLS Website
www.qualitylicencescheme.co.uk

Accredited QLS Certification

What is QLS?

QLS stands for "**Quality Licence Scheme**". QLS is part of the Skills and Education Group, a charitable organisation that unites education and skills-orientated organisations that share similar values and objectives. With more than 100 years of collective experience, the Skills and Education Group's strategic partnerships create opportunities to inform, influence and represent the wider education and skills sector.

The courses available through Open Learning College conform to the universally accepted QLS quality mark and standards of recording, reflecting, tracking, planning, and reviewing.

Benefits of QLS Accreditation

Regardless of where you are in your career, undertaking an Open Learning College QLS course passed can help you.

- Support and enhance your employment opportunities.
- Improve career satisfaction.
- Track prior learning.
- Show you are up to date with the requirements of your job.
- Contribute to your CV and prepare for a promotion.
- Can lead to further education as required by new and existing jobs.
- Demonstrate your commitment and value within your organisation.

When you finish with the course your certificate will contain the recognised QLS mark from Open Learning College.



Course Assessment

The **Employment Law Level 3** course at **Open Learning College** is designed to provide a comprehensive and flexible learning experience. Unlike traditional exam-based courses, our course is marked through a process of continuous assessment, which is guided by your personal tutor and is a regulated course awarded by **QLS** and the **Open Learning College** via the **Open Pathway Accreditation** programme (OPA.dip).

This means that you won't have to worry about memorising information for a final exam. Instead, you will have the opportunity to learn at your own pace and apply your knowledge through practical assignments and quizzes at the end of each module. Our online platform allows you to access the course from anywhere and at any time, and you can also choose to receive the course materials by post.

When you complete each module, you will submit your assignments and quizzes online for marking. While there is no word count requirement for these assignments, we do expect well-thought-out and complete answers. Your tutor will provide constructive feedback and guidance on areas for improvement to help you achieve your best performance.

Study Format

Paper Based Version

This course comes to you as a paper-based pack delivered by courier. You will be given guidance through the Study Guide on the nuts and bolts of studying and submitting assignments.

Online Version

The online version of this course is a fully digitised version of the paper-courses, so you can study on any PC or smart device when connected to the internet. As with the paper course, your online learning programme is completely flexible, so you can study at a pace that suits you.

What's Included

Your course fee covers everything you will need to successfully complete the **Employment Law Level 3** online study course and earn your qualification:

A full range of student services, including:

- All textbooks, study folders, and/or online learning aids.
- Free **Open Learning College** branded promotional item when you enrol.
- Life-time access to the online student portal **Xperience™** (Student Chat, Forums and Online Support Resources)
- NUS TOTUM Card
- Comprehensive Study Guide & Study Plan
- PDF or hardcopy certificate to show employers (employer has access to certificate validation)
- Life-time access to **CLAZMA.COM** our Career Hub dedicated to support our students career aspirations.
- Invitation to job fairs and career days for your business faculty.
- A diploma from the **Open Learning College** from our **Open Pathway Accreditation** programme
- One year's educational support by a specialist tutor in your chosen course field.

Learning for Life Pack

We fully understand the need to support our students beyond their course completion to help them achieve their desired goals. To help you to succeed in your chosen career, we will be pleased to provide the following services on successful completion of your course.

An Academic Reference (This is a reference from your tutor/college for an employer or for further education).

CV Refresh (We will take your current CV and update it to a professional standard, reflecting your new skills).

Life-time access to CLAZMA.COM (Career Hub). **25% off*** any future courses you enrol on with us.

(*Cannot be used in conjunction with any other offers)

Ready for a fresh start?

You've now looked at the course content, at the professional qualification and decided that the course is right for the next step in your career. Now you've started and have chosen your course, keep the ball rolling and enrol today. The sooner you do, the sooner you'll realise your goals and reap the rewards. Remember with dedicated tutor support and all your learning materials supplied, we will be with you every step of the way.



You're just 5 simple steps away from building a better future:

- 1** Once you have enrolled on your course, you will receive your start-up pack. This contains everything you will need for your course, all your books, learning materials, stationery, and the latest software if necessary.
- 2** We'll assign you with a dedicated tutor. Who will get in touch to welcome you to the course and to pass on their contact details.
- 3** Returning to study can be hard. So, to help get you back into the swing you will also receive useful study tips that will help you plan your time more effectively.
- 4** As you begin studying you may need guidance or have questions regarding your coursework. Your tutor is available to give you help, support and feedback as you work through the course. They will also mark coursework. Your tutor is available weekdays via telephone and email.
- 5** Apart from the tutors you will have access to an online student community so you can discuss the course assignments or share study tips with other students in the same situation as yourself.




"The best thing about the course was that it could be completed at my own pace, which was a great advantage as I have many other demands on my time, especially from my employer. I also found the Tutor support to be excellent, and all queries. I had been answered fully and promptly".

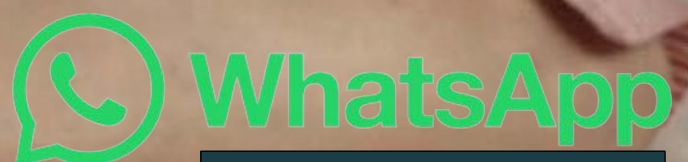
Zulqarnain H,
London

From time to time, we may enrol our students with our partner colleges; this is dependent on the number of students enrolling on a particular course and on course material or tutor availability. If this happens, nothing changes for you other than the name of the institution administering your course. We will continue to be your point of contact; you will get the exact same course you have enrolled on with the same high level of quality content and support.





“Open Learning College has not only given me the qualifications I needed; it has also made me much more confident in my own abilities.”



Still unsure? Chat to a Student Advisor

Any questions?

You may still have some questions about **Open Learning College** and our courses, so we've listed the most common queries below.



How long will it take me to work through my course?

That's up to you. You can complete your course in as little as six months if you have the time, or if you prefer to take things a bit slower, you can spread your course work out over a longer period.

I left school without any qualifications. Does that matter?

Not at all. Most of our courses require no previous experience. Each course is divided into a series of easy-to-manage modules and has been structured to ensure you learn everything you need from the very beginning.

If I choose a computer course, will I have to buy expensive software

No. You will receive everything you need in your start-up pack, including all the necessary study materials and software.

How many hours a week will I have to dedicate to study?

The great thing about studying with Open Learning College is that you can fit your coursework around your existing home and work commitments. Basically, you can do as much or as little as you want. After all, you can't learn if you feel rushed or stressed.

What will I get out of it?

All our courses offer a choice of industry-recognised qualifications. By completing a course, you will benefit from new skills, greater recognition, and improved earning power. On a personal level, many of our students also enjoy a great sense of achievement and increased self-confidence.

Will I be able to succeed?

The important thing to remember is to work your way through each task in your own time. If there's anything you don't understand, don't struggle alone. You can always talk to your dedicated course tutor.

I'm not sure of what course I should take. Can you help?

Yes, we can, it is important that you pursue a course which you will enjoy. Although we cannot make this decision for you, we employ a team of dedicated Professional Course Advisors, who will guide you towards making the right choice. Whether you want specific information, or just a chat about what's available, call us now on +44 (0) 844 357 7777.



"I would recommend Open Learning College to my friends and family. It is a good opportunity for those who want to return to education and are self-motivated but need to plan their own time to study. I now feel much more confident that I will find a more satisfying, enjoyable job and earn more money"

Anna G,
Oxford





**OPEN
LEARNING
COLLEGE**

Post your completed application
and payment instructions to:

Open Learning College
London Campus
124 City Road
London
EC1V 2NX
United Kingdom



SAFE & SECURE

STUDENT INFORMATION

(PLEASE TYPE YOUR INFORMATION IN THE FIELDS BELOW)

Title	First Name	Last Name
Date of Birth	Phone No	Mobile No
Billing Address (If paying by card, please provide the address the card is registered to)		
Post Code	City	County / Country
Primary Email Address		
Delivery Address (if different from above)		
Post Code	City	County / Country

COMPANY INFORMATION

(IF BEING PAID BY A COMPANY)

Company Name		
Company Address		
Post Code	City	County / Country
Phone	E-mail	Fax
Company Contact Name	Position	Direct Line

COURSE INFORMATION

Course Name	Course Code
If paying by instalments – please complete below	
Support Period: <input type="checkbox"/> 12 Months <input type="checkbox"/> 24 Months	
Deposit: £	Four (4) Monthly Payments at: £
Default format is online delivery. Paper plus Online Version +£100	<input type="checkbox"/>
International Delivery + £60 <input type="checkbox"/>	Next Day UK Delivery + £30 <input type="checkbox"/>
Insurance + £10 (Optional)	<input type="checkbox"/>

PAYMENT INSTRUCTIONS FOR POSTAL ENROLMENTS ONLY

(A PHYSICAL SIGNATURE IS REQUIRED TO COMPLETE YOUR ENROLMENT)

Please use this form to pay in full or instalments if you are not making a payment online.

CHEQUE POSTAL ORDER CREDIT / DEBIT CARD BACS PAYPAL WESTERN UNION

PAYMENTS IN FULL

CHEQUE / POSTAL ORDER / WESTERN UNION – Please post your cheque/postal order to **Open Learning College** with this form.

BACS - Please transfer payment to **Open Learning College** | A/C No: **58716997** | Sort Code: **60 83 71** and send us this form.

INTERNATIONAL PAYMENTS – IBAN: GB61SRLG60837158716997 | **SWIFT / BIC**: SRLGGB2L

INSTALMENT CUSTOMERS

PAYPAL / STRIPE – On selecting this option we will send you a link to complete your automated payment schedule.

CREDIT / DEBIT CARD – Please provide your credit/debit card details below to allow us to process your monthly payments.

Card Number – 16 Digits		Card Type (e.g. VISA)		(CSC) 3Digits	Issue No
Please select your payment option. Pay in Full <input type="checkbox"/> Instalments <input type="checkbox"/>	If you are paying by instalments, are they to be taken by this card? YES <input type="checkbox"/> NO <input type="checkbox"/>	Start Date /	Expiry Date /	Please confirm the Payment to be taken from this card £	
Name as it appears on card (Please Print Name)					
I the credit / debit cardholder authorise Open Learning College to take the amounts specified from my credit/debit card as detailed above. I the student agree to the general terms and conditions of enrolment and the conditions of the monthly payments as set out in this agreement.					
Terms & Conditions – (http://www.openlearningcollege.ac/t-cs)					
Payment & Delivery – (http://www.openlearningcollege.ac/payment-delivery)					
Price Guarantee – (http://www.openlearningcollege.ac/pricematch)					
Privacy Policy – (http://www.openlearningcollege.ac/privacy-policy)					
Signature of Cardholder & Student				Date	
Signature of Cardholder (If different from student)				Date	

PLEASE RETURN THE COMPLETED SIGNED AGREEMENT TO US:

By Post to: Open Learning College

London Campus
124 City Road
London
EC1V 2NX
United Kingdom

By WhatsApp: (Please ensure all pages including the cover page are included)

+44 (0) 7521 454418

By Email: (A high quality scanned colour copy of the agreement)

enrolments@openlearningcollege.ac

Once we have your completed agreement, we will provide access to your course within 48 hours. We will enclose a copy of this agreement for your records along with a statement of your account.

GENERAL TERMS & CONDITIONS APPLICABLE TO POSTAL ENROLMENTS

1. Definitions

In this Agreement unless otherwise stated:

- (i) "Distance Learning Package" shall mean the course(s) identified and all related Materials, support, and tuition where applicable.
- (ii) "Materials" shall mean the learning materials for the Distance Learning Package or any part of them (and shall include any replacement training materials and books if you transfer Distance Learning Package in accordance with Clause 5).
- (iii) Your "Support Period" depends on which course you choose to study and will be between one to two years unless otherwise stated in your course materials.
- (iv) singular words shall include the plural and vice versa; and
- (v) headings are included for convenience only and shall not affect the construction or interpretation of this Agreement.

2. Payments

- (i) We agree to sell, and you agree to buy the Distance Learning Package for the Total Cost/Cash Price and on the terms set out on this page and in the agreement, we send you.
- (ii) Under no circumstances shall we be deemed to have received payment until payment has been received by us in full and cleared.
- (iii) All course material remains the property of Open Learning College until the final payment has been received by us and cleared.

3. Materials (Paper Version)

- (i) We will release the materials to you in full once you have enrolled on your chosen course.
- (ii) You will inspect the materials promptly following delivery. You will tell us about any omission as soon as it is reasonably possible.

4. Services

- (i) During the Support Period, we will provide you with support and tuition as set out in [the promotional Materials & website].
- (ii) If requested, we may at our sole discretion, extend the Support Period for an agreed fee.
- (iii) If you are sitting an external examination at the end of your Distance Learning Package, we will provide you with such information as we have in our possession to assist you in making such examination arrangements. In all other respects, you will be solely responsible for planning to enable you to sit the examination and for all fees in relation thereto.
- (iv) If we, at our sole discretion, assist you in making your examination arrangements by providing you with information about the time and location of local examinations or reserving an examination place for you, you acknowledge that we shall not be responsible for any losses incurred by you as a result of inaccurate information provided in connection with any such arrangement except such losses, excluding business losses, caused by failure to act with reasonable care and skill.

5. Open Learning College Course Transfer Facility

- (i) If you wish to transfer to a different course, we may at our sole discretion agree to such transfer.
- (ii) Unless you are paying under a Credit Agreement, if we agree that you may transfer to a different course, we will transfer the fees paid for the Distance Learning Package you wish to discontinue towards the amount payable for the new course PROVIDED THAT we receive payment from you for the balance of fees due in respect of the new course (if more expensive than the discontinued Distance Learning Package) and an agreed transfer fee will be payable to cover our tuition and/or administrative costs.

6. Warranties and Limitation of Liability

- (i) We warrant that the materials will be of satisfactory quality but do not warrant that the materials will be error free.
- (ii) We warrant that we will perform any services provided hereunder with reasonable skill and care.
- (iii) We intend to rely on the written terms set out here in this document. If you require any changes, please ensure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what we, and you, are expected to do.
- (iv) Other than in respect of liability for death or personal injury arising from our negligence, we shall not be liable for:
 - (a) losses that were not foreseeable to both parties when this Agreement was made.
 - (b) losses that were not caused by any breach on our part.
 - (c) business losses and/or losses to non-consumers.
- (v) Our liability for direct losses arising out of our 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 shall be limited to the total price paid for the Distance Learning Package as quoted.
- (vi) Other than in respect of liability for death or personal injury arising from our negligence, we shall not be liable for any indirect or consequential loss or damage whatsoever (including without limitation any loss of profits, loss of revenue, loss of opportunity or your liabilities to third parties) which you may suffer arising out of or in connection with this Agreement.

7. Other Terms

- (i) No relaxation or indulgence which we may extend to you shall affect our rights under this agreement.
- (ii) If any part of this agreement is held to be unenforceable the remaining terms and conditions shall continue in force.
- (iii) All liabilities or obligations arising under this agreement shall be enforceable against you after termination of this agreement.
- (iv) You will notify us immediately in writing of any change in your address and other contact details. Any notices required to be served under this agreement, or in accordance with the Act will be deemed properly served if sent by way of prepaid first-class post to your last known address or by email to your registered email.
- (v) This Agreement shall be governed and construed in accordance with the laws of [England] and you hereby agree to submit to the non-exclusive jurisdiction of the [English Courts].

8. Cancellation

- (i) Your statutory right under the consumer protection (Distance Selling) Regulations 2000, allows you seven working days from the day after receipt of materials in which to make a **written request** for cancellation. Unless the parties have agreed otherwise, you will not have the right to cancel by giving notice of cancellation for the supply of computer software if they are unsealed by you or for the supply of online courseware which has been accessed by you.

9. Instalment Payments

- (i) You will pay the Deposit shown online when you enrol and the outstanding balance of the total cash price by the instalments and on the dates specified in our welcome letter.
- (ii) It is a fundamental term of the agreement that all payments should be made promptly and on time, you will be deemed to be in default if your payments are more than 30 days overdue.
- (iii) If you fail to comply with any terms of this agreement, we shall be entitled to recover from you the reasonable costs and losses incurred by us as a result of locating you, communicating with you and collecting any unpaid sums. Such sums are payable on demand. In the event of legal action for breach of payment, you will be responsible for all costs allowable by the court if an award is made in our favour.
- (iv) Failure to return your instalment agreement within 30 days will invalidate this agreement and you will forfeit your initial deposit payment.

10. Discretionary waiver

- (i) If, at any time during the course of the agreement, you notify us that you no longer wish to pursue the Distance Learning Package we may, in our absolute discretion, agree to waive our rights to the sums payable under Clause 12 upon payment by you of all sums due under Clause 12 and apply an administration fee of £75.00, upon condition that you waive all rights to delivery of any and all materials.
- (ii) If you wish to be considered for a discretionary waiver, you should contact us by letter or telephone.

11. Termination

- (i) If: (a) you fail to pay any amount due under this agreement; (b) you breach any of the other terms and conditions, express or implied, of the agreement; or (c) any information provided by you in the making of this agreement proves to be incomplete or inaccurate, we shall be entitled, after the expiry of a Default Notice served on you, to terminate this agreement.
- (ii) If this agreement is terminated you will pay us the unpaid balance of the balance payable, less any applicable rebate, plus all expenses, charges, and costs in accordance with Clause 10.

12. Warranty

- (i) Open Learning College shall not be obliged to replace free of charge any materials pursuant to Clause 6
- (ii) if any monthly instalments or other sums are due and unpaid under this Agreement as at the date of the claim.

Data Protection (see our Privacy Policy for details)

IMPORTANT: USE OF YOUR INFORMATION This privacy statement applies to any personal data you may give to Open Learning College. We collect any personal data you may give us when you begin your course. We will also collect contact details from prospective students. We maintain data on your transactions with us as well as your use of our services. We would like to use your personal data to provide you with further information about our products and services, please indicate if you do not want to be contacted by mail, email, or telephone.

Access to your Personal Information

The Data Protection Act 1998 gives you the right to access the information that we hold about you. Please note that any demand for access may be subject to payment of a fee of £10 which covers our costs in providing you with the information requested. Should you wish to receive details that we hold about you please contact us using the contact details on this agreement.

We will not pass on your details to any third party. To receive a copy of the full privacy statement or to access or modify your information or change your preferences, please contact us.

PLEASE ALWAYS REFER TO OUR WEBSITE FOR THE LATEST COURSE INFORMATION, PRICING AND TERMS AND CONDITIONS.