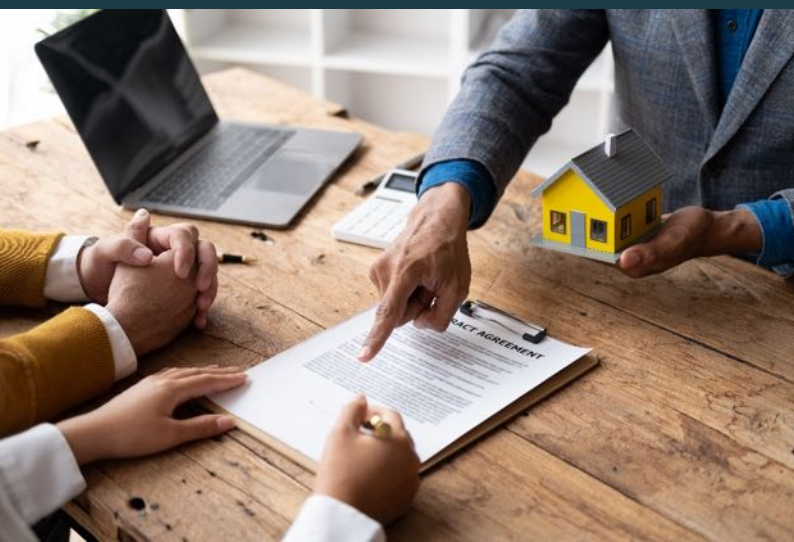




# Course Brochure

## Paralegal Administration – Conveyancing Level 3 (QLS) Diploma

Business, Management & Law Faculty



Join over  
**7,808**  
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
OLC1142
DELIVERY FORMAT
ONLINE & PAPER
STUDY TIME
200 HOURS
ACCREDITATION
QLS & OPA
AWARD TYPE
DIPLOMA
ENROLMENT FEE
£456.25 (£365)

## 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

A play is a story written by a playwright to show the development of a situation and its outcome. Each module deals with a different play in some detail and includes technical information relating to production of a play, use of a stage, lighting, costume, setting etc. Every play example a different genre of drama and offers insight into different techniques in the style of writing and production.

More and more technical and literary detail is added as the student progresses through the modules so that by the end the learner will have a comprehensive view of the production of drama, from writing through to characterisation to the final, completed play on stage.

Each module contains student tasks within the text and ends with a self-assessment exercise so that the learner can assess his/her knowledge. This is an exciting new law course designed both for Conveyancers who have some practical experience and those wishing to embark on a Conveyancing career within the legal profession. The course is standalone but would also be a good foundation to students wishing to further their career by taking professional qualifications or a law degree.

The course provides a background of general law as a starting point, and explains some important points of land law which can be seen the theory behind Conveyancing. The course then proceeds to look in depth at the Conveyancing procedure in a straightforward way.

## What Will You Learn?

In the **Paralegal Administration – Conveyancing** course, you'll delve into the intricate world of property law and real estate transactions.

The curriculum covers an array of essential aspects, from understanding legal contracts and conveyancing procedures to exploring the nuances of land law.

Through this program, you'll acquire comprehensive knowledge about the legal frameworks governing real estate, enabling you to navigate and execute various transactions effectively within the conveyancing realm.

## 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 **Paralegal Administration – Conveyancing 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 **Paralegal Administration – Conveyancing Level 3 Diploma** course is divided into 10 modules.

## **Module 1: Background of General Law**

This module will consider briefly, how law is made and will look at the common law system of judicial precedent as made in the form of case law by the Judges in Court. It will also track how a Bill goes through Parliament and receives the Royal Assent to form part of the Country's Legislation. Another major source of UK Law is the all-important European law which are made in the European Courts which will be considered.

## **Module 2: Introduction to Concepts of Land Law**

Land Law can be seen as the theory behind Conveyancing and module two and three looks at some of the concepts of land Law which have grown up since the 1925 Land Legislation and also by case law. In this module the question is asked "What is Land"? "Just what does the Land owner own?" Originally it was thought that the land owner owned land up to the heavens and down to the depths of the earth. You will see that this concept has been modified to a great extent by both Legislation and case law. It is an important concept because whatever is attached to land becomes part of land. So, it is vital to distinguish between what is a fixture and will "run with the land" when the property is sold, and what is a fitting, a chattel and will remain the property of the seller of the property and can be removed when the property is sold.

Land Registration – this is an important concept in the conveyancing process so the reasons why land is registered will be discussed together with a comprehensive look at the Land Registration Act 2002 and its aims and objectives.

## **Module 3: Land Law**

Easements and covenants are a feature of every day Conveyancing and the theory of these are examined here. An easement is a legal right to use something. If property abuts a private road, then it is vital that there is an easement allowing the owner to use it, otherwise the land will become "landlocked." On many housing estates there are shared driveways, which mean that the person not owning the drive must be granted a legal right to use it. The fascinating area of covenants is looked at. A covenant is a promise made by deed that the person buying the land will refrain from doing something. This is a restrictive covenant and if negative in nature may run with the land when it is sold and bind future owners of it. However, the rules are quite complex as you will see. An example of a restrictive covenant would be "Not to use the property for any commercial use." Or "Not to keep pigs or chickens on the property." A positive covenant such as requiring an owner to maintain a fence might not run with the land when the property is sold. You will find this introduction to easements and covenants very useful when working as a Conveyancer.

## **Module 4: Conveyancing overview**

This module gives a brief overview of the Conveyancing procedure for both sales and purchases and the tasks carried out by respective solicitors. Some initial areas are looked at including conflict rules as laid down by the Solicitors Regulation Authority conduct rules and outcomes. Council for Licensed Conveyancers conduct rules regarding acting for both parties in a transaction are also considered. Anti-Money Laundering checks are vital in a conveyancing transaction and the requirements of Solicitors Regulation Authority, Council for Licensed Conveyancers and Council for Mortgage Lenders will be perused.

# Course Key Topics

the **Paralegal Administration – Conveyancing Level 3 Diploma** course is divided into 10 modules.

## **Module 5: Preparing the Contract for Sale and Deducing Title**

The Law Society's Protocol is used by most Conveyancers so the student will gain a working knowledge of this. This course is intended to be practical so the paralegal will be shown how to draft a sale contract and what is included in the Contract package. This will involve deducing title, so the contents of official copies will be considered and also an Epitome of title if the title to the property is unregistered.

Allied matters at the point of sending out the contract will be discussed including the purpose and content of the Energy Performance certificate. If the client has a mortgage on the property a redemption statement will be needed from the lenders, and the procedure for obtaining this and how to deal with it will be discussed.

## **Module 6: Taking Instructions on a Purchase**

This module tracks a purchase transaction making searches through to checking the contract and title in both registered and unregistered titles. When a buyer buys a property the maximum "caveat emptor" applies which means "let the buyer beware." This means that the onus is on the buyer to check out both the physical state of the property and the title.

So, the Conveyancer will advise the buyer on the different types of surveys – in addition to the survey the buyer's lender will carry out. The Conveyancer will put in hand all the relevant searches applicable to the location of the property. A search of the local authority will be obtained showing the situation of the roads in the locality and whether they are maintainable at the public expense, an Environmental search, possibly a Coal mining or tin mining search. The title to the property will be checked to ensure that those easements referred to in an earlier module are present, if they are needed, and that any covenants on the property are workable.

## **Module 7: From Mortgage Offer to Exchange**

When the mortgage offer is issued this must be carefully checked by the Conveyancer who must ensure that all the lender's conditions can be complied with. The client must receive a report on the mortgage offer and a Bankruptcy search must be made. This will be explored fully. Exchange of contracts usually takes place on the telephone using an appropriate formula. The student will gain knowledge of each formula and look at circumstances where each is appropriate.

## **Module 8: Preparing for Completion**

This is a busy time for Conveyancers, final searches have to be requisitioned, money has to be requested from the lender and any conditions on the mortgage offer have to be complied with. The client will receive a completion statement and all documents must be signed if not already signed. On completion day there are certain formalities which need to be complied with such as discharging the mortgage on a sale transaction. All these aspects will be examined.

There will also be a brief look at what happens if things go wrong and completion is delayed.

## **Module 9: Post Completion**

After completion there are some important time limits which must be complied with or there may be penalties payable. Stamp duty land tax has to be paid and then for the purchase there are land registry formalities which have to be completed. All the forms, for both registered and unregistered titles to make application to the Land Registry will be looked at point by point.

# Course Key Topics

the **Paralegal Administration – Conveyancing Level 3 Diploma** course is divided into 10 modules.

## **Module 10: Dealing with Leaseholds**

In this final module the paralegal will learn about Leasehold transactions with the particular emphasis on leases of flats. The terms of a lease will be examined such as forfeiture clause and covenants. The requirements of Council of Mortgage lenders handbook for Leases will be closely observed.



## 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

- The Paralegal Administration – Conveyancing course is tailored for individuals aspiring to step into the legal sphere of property and real estate law.
- It caters to budding paralegals, legal assistants, or those seeking specialised knowledge in conveyancing procedures.
- Additionally, it's an ideal choice for professionals already working in the legal domain, aiming to enhance their expertise in property transactions and conveyancing practices.
- This course provides a robust foundation for anyone passionate about the intricacies of property law and navigating the complexities within the real estate sector.



## Course Duration

We recommend you spend approximately 200 hours of your time studying for the **Paralegal Administration – Conveyancing 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 **Paralegal Administration – Conveyancing Level 3 Diploma** course would usually cost **£456.25**, but for a limited time, you can get a **20% discount** and pay only **£365.00** 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 **£91.25 when** you enrol online and then make **4 equal payments of £91.25 per month**. The first payment is due about a month after you receive your course.

Payment Method	1 <sup>st</sup> Payment	Instalment	Total
Pay in Full (Online)	£365.00	N/A	£365.00
Instalment Plan (Online)	£91.25	£91.25 X 4	£456.25
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 **Paralegal Administration – Conveyancing (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](http://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 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 **Paralegal Administration – Conveyancing 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 **Paralegal Administration – Conveyancing 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.”



**WhatsApp**

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



**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 <b>Open Learning College</b> 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 – ( <a href="http://www.openlearningcollege.ac/t-cs">http://www.openlearningcollege.ac/t-cs</a> )					
Payment & Delivery – ( <a href="http://www.openlearningcollege.ac/payment-delivery">http://www.openlearningcollege.ac/payment-delivery</a> )					
Price Guarantee – ( <a href="http://www.openlearningcollege.ac/pricematch">http://www.openlearningcollege.ac/pricematch</a> )					
Privacy Policy – ( <a href="http://www.openlearningcollege.ac/privacy-policy">http://www.openlearningcollege.ac/privacy-policy</a> )					
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](mailto: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.**