



# Course Brochure

## Gym Instructing Level 2 (NCFE) Diploma

Fitness, Diet & Nutrition Faculty



Join over  
**7,052**  
students  
who have enrolled on  
this course



### WhatsApp

Click to chat to a Student Advisor



**CACHE** (Council for Awards in Care, Health, and Education) is a leading awarding organisation specialising in the care and education sector. **CACHE** endorse a range of qualifications to individuals and organisations throughout the UK and internationally.

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
OLC1144
DELIVERY FORMAT
ONLINE & PAPER
STUDY TIME
90 HOURS
ACCREDITATION
NCFE & OPA
AWARD TYPE
DIPLOMA
ENROLMENT FEE
£681.25 (£545)

## 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

Enter the world of exercise and fitness by enrolling on this nationally recognised qualification. There are no pre-requisites on this course meaning you can jump straight in to boost your knowledge and skills.

Over six units you will learn all about the systems of the human body and how they relate to exercise. Understanding the circulatory, respiratory, muscular, nervous, and digestive systems will allow you to tailor suitable training and fitness plans for your clients.

You will discover the design and delivery of consultations, pre-screening and health and safety considerations which will give you the confidence to work to your own initiative for the client's needs.

You will learn effective communication techniques and how to motivate clients to follow their tailored programme.

## Course Key Topics

the **Gym Instructing Level 2 Diploma** course is divided into 6 modules.

**Unit 1:** Anatomy and physiology for exercise

**Unit 2:** Maximising the customer experience in the gym environment

**Unit 3:** Supporting client health and wellbeing

**Unit 4:** Conducting client consultations and gym inductions

**Unit 5:** Planning and reviewing gym-based exercise programmes

**Unit 6:** Instructing and supervising gym-based exercise programmes

## What Will You Learn?

The **Gym Instructing** course offers a comprehensive curriculum covering key aspects of fitness instruction and training.

Participants will acquire a solid foundation in anatomy, exercise physiology, and nutrition, providing essential knowledge to understand the human body's response to exercise and the principles of designing effective fitness programs.

Practical skills development is a focal point, including instruction on proper exercise techniques, equipment usage, and safety protocols. Learners will delve into the fundamentals of client assessment, goal setting, and communication techniques to effectively motivate and guide individuals on their fitness journeys.

Additionally, the course covers the principles of program design, allowing participants to create tailored workout plans based on individual needs and objectives.

Overall, this program equips aspiring gym instructors with the knowledge and skills needed to excel in the dynamic and rewarding field of fitness training.

## 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 **Gym Instructing 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.





## 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 Gym Instructing course is specifically designed for fitness enthusiasts who aspire to forge a career in the field of fitness training and instruction.
- This program caters to individuals with a passion for health and wellness, eager to guide and motivate others on their fitness journeys.
- Whether you're a fitness enthusiast seeking a professional qualification or someone looking to transition into the fitness industry, this course provides the essential knowledge and practical skills needed to become a competent gym instructor.
- Targeting individuals who are enthusiastic about promoting a healthy lifestyle, the Gym Instructing course is ideal for those who wish to inspire and support clients in achieving their fitness goals within a gym or fitness center setting.
- Embark on this rewarding journey to transform your passion for fitness into a fulfilling and impactful career.



# Course Duration

We recommend you spend approximately 90 hours of your time studying for the **Gym Instructing Level 2** course. The pace of study is completely up to you. To give an example, if you dedicate 2 hours per week to study, it will take you one year to complete but if you could spare 4 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 **Gym Instructing Level 2 Diploma** course would usually cost **£681.25**, but for a limited time, you can get a **20% discount** and pay only **£545.00** 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 **£136.25** when you enrol online and then make **4 equal payments of £136.25 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)	£545.00	N/A	£545.00
Instalment Plan (Online)	£136.25	£136.25 X 4	£681.25
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 **Gym Instructing (Level 2)** 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.



## Accredited NCFE | CACHE Certification

Accreditation by **NCFE** is a guarantee of quality. It means that this learning programme has been scrutinised and approved by an independent panel of experienced educational professionals and is quality audited biannually by **NCFE**.

**NCFE** is recognised as an awarding body by the qualification regulators ('regulators') for England, Wales, and Northern Ireland. The regulators are the Office of the Qualifications and Examinations Regulator (Ofqual) in England, the Department for Children, Education, Lifelong Learning and Skills (DCELLS) in Wales and the Council for Curriculum, Examinations and Assessment (CCEA) in Northern Ireland.

### Benefits of NCFE| CACHE Accreditation

Regardless of where you are in your career, undertaking an Open Learning College NCFE | CACHE 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 NCFE | CACHE mark from the awarding body NCFE.





## Course Assessment

The **Gym Instructing Level 2** 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 **NCFE** 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

### Study Pack 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 **Gym Instructing Level 2** 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)



## Get Social



Welcome to Open Learning College's vibrant social media community, where learning meets fun, inspiration, and interaction. Join us on platforms like TikTok, Facebook, Instagram, X, YouTube, and LinkedIn to stay in the loop with the latest updates, educational content, and engaging discussions.

### Why Connect with Us?

1. **Exclusive Content:** Dive into educational snippets, behind-the-scenes insights, and tips tailored for your learning journey.
2. **Community Engagement:** Interact with fellow students, educators, and industry professionals. Share your thoughts, experiences, and questions.
3. **Live Sessions:** Don't miss our live Q&A sessions, workshops, and events that bring learning to life in real-time.
4. **Career Guidance:** Receive career advice, industry trends, and success stories that can inspire and guide you on your professional path.
5. **Contests and Giveaways:** Participate in exciting contests and grab opportunities for exclusive giveaways. Your chance to win educational resources and more!
6. **Interactive Learning:** Experience innovative learning approaches through interactive posts, polls, and challenges that make education enjoyable.

### How to Stay Connected?

Follow us on TikTok for short, impactful content, Facebook and Instagram for visuals and community updates, X for announcements, YouTube for video lessons and insights, and LinkedIn for professional networking and industry discussions.

## Talk to Us...

**GOT A QUESTION?**

We would love to answer it!



Click on the chat icon on the bottom right of our web page to start.

Explore the power of our AI Chat Bot, Carly! Crafted with cutting-edge artificial intelligence, Carly is designed to respond seamlessly to your queries, offering a human-like interaction. Proficient across diverse courses, careers, and educational domains, she converses fluently in a range of languages, including English, Arabic, Italian, German, Hindi, Welsh, Swedish, Polish, Czech, Spanish, Maltese, and French. Enjoy the convenience of a 24/7 accessible resource — click the chat icon to start your chat, ask us anything, try it out now and supercharge your learning experience!

Ask us...

*What career path does this course lead to?*

*What course can I do after this to strengthen my knowledge?*

*Can I get funding for this course?*

## Visit Us...

Explore our course page for a seamless experience. Use our AI chatbot, Carly for personalised guidance and effortless enrolment. Your educational journey begins here.

<https://openlearningcollege.ac/courses/gym-instructing-level-2-course>

# 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".

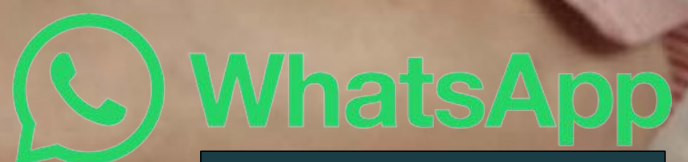
Zulqarnain H,  
London

*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?

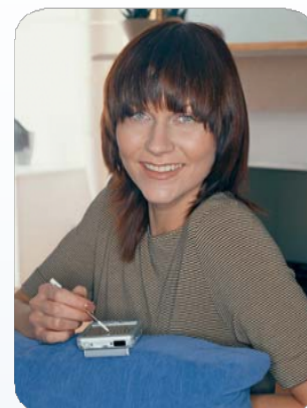
All our courses offer a choice of industry-recognised qualifications. By completing a course, you will benefit from new skills, greater recognition, and improved earning power. On a personal level, many of our students also enjoy a great sense of achievement and increased self-confidence.

## 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



**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.**