

## BPS Learn Course Terms and Conditions

By purchasing professional development activities (a “Course”) organised by the British Psychological Society (BPS), you are signifying your agreement to these Terms and Conditions (the “Terms”).

### 1. Professional Development Orders

Please ensure that you read these Terms carefully. Please also check that the details on your online order are complete and accurate. These Terms together with the online order constitute the entire agreement between you and us. If there is any inconsistency between these Terms and the online order, these Terms will prevail.

### 2. References to “we/our/us”

References to “we/our/us” in these Terms means The British Psychological Society of St Andrews House, 48 Princess Road East, Leicester LE1 7DR, a charity registered in England and Wales with charity number 229642. Our VAT number is 283 2609 94. The contact is [learning@bps.org.uk](mailto:learning@bps.org.uk).

#### 1. Our acceptance of the order

- a. Our acceptance of your order will take place when you are issued with an email confirmation, following receipt of your online payment. If you do not receive an email confirmation within 24 hours of submitting your order, please email us. You are advised not to incur any expenses in relation to your order until you have received email confirmation.
- b. The provision of the Course is contingent upon us having received cleared funds from you or your employer in respect of the fee for the relevant Course. Without prejudice to our rights and remedies under these terms, if any sum payable is not paid in cleared funds on or before the due date (being the date the Course is booked), we reserve the right, to suspend the provision to you and refuse you entry to the relevant Course.
- c. The receipt of a Course is personal to you and you may not transfer your rights to access the Course or provide a Course to any other person.

#### 2. Our prices may change

Our prices may change at any time, but price changes will not affect any order that we have confirmed with you by email. All prices include VAT at the point of sale.

#### 3. Our cancellation rights

- a. We reserve the right to withdraw at any time any professional development activities advertised for sale by us, including for reasons beyond our control.
- b. For the purposes of this clause 3, circumstances beyond our control means any act or event beyond our reasonable control, including without limitation: cancellation of speakers or workshop providers for whatever reason, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public

or private telecommunications networks. We will notify you of such a cancellation as soon as reasonably possible.

- c. If we have to cancel an event for reasons beyond our control we may, at our discretion, offer to transfer you to a different event.

#### 4. Your cancellation rights

- a. In compliance with the distance selling cooling period, if you cancel within 7 working days of submitting an order and prior to accessing any course content or course, you will receive a full refund of any monies paid in advance. We will refund you on the credit/debit card used by you to pay.
- b. Where orders include bookings on live events with multiple available delivery dates, you may swap dates once, up to two weeks before the events. Swapping dates less than 2 weeks before the event, or making more than one swap is at the BPS' discretion, should be requested by email
- c. If you cancel more than 14 days of the Course with a fixed date, you will be eligible to a full refund. If you cancel within 14 days of the Course, you will not be eligible for a refund.
- d. Except as set out in these Terms, no cancellations and/or deferrals will be permitted for a Course.

#### 5. Our liability to you

- a. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we confirmed your order.
- b. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity in connection with or in any way arising out of your order with us.
- c. We do not exclude or limit in any way our liability for:
  - i. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or
  - ii. fraud or fraudulent misrepresentation.
- d. Our maximum aggregate liability to you for any claims that you may have against us for direct loss in contract, tort or otherwise arising out of or in connection with these Terms, the Course and any technical support shall be limited to the amount of the Course fee which has been paid, or is payable, by you or on your behalf.
- e. We expect you to take reasonable care to verify that the Course in question will meet your needs. We do not make any commitment to you that you will obtain any particular result from your use of the Course or that you will obtain any particular qualification on completion of the Course (unless otherwise stated by us).
- f. The Course is for training purposes only. We will not accept any responsibility to any party for the use of the tuition provided and/or the contents of the Course materials for any purpose other than training for educational purposes, including but not limited to the giving of advice by you to any third party.

#### 6. How we may use your personal information

By providing your personal information during the order process, you are agreeing to us processing and holding it for the purposes of the purchase and processing your payment. Further information regarding your privacy can be found at [www.bps.org.uk](http://www.bps.org.uk)

7. Intellectual property and copyright

- a. At all times, we remain the owner of the intellectual property in the Course. No Course or any part thereof may be reproduced, stored in a retrieval system or transmitted any form or by any means without the prior written permission of the BPS.
- b. In consideration of receipt by us of the Course fee, the BPS grants to you a non-exclusive, non-transferable licence to use the Course materials and for the sole purpose of completing the Course. The licence granted is to use the Course materials on one computer only.
- c. You may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way any of the Course materials.
- d. Use of the Course materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either BPS' copyright or BPS' other intellectual property rights, and/or the copyright or other intellectual property rights of BPS' licensors.

8. Functionality of Course

- a. We do not make any representation, guarantee or commitment to you that the Course material will be error free.
- b. We do not make any commitment that the Course will be compatible with or operate with your software or hardware.
- c. You may incur charges to your internet service provider while you are accessing and/or downloading the Course materials. Charges may also be payable to third parties for use of the software necessary to access and/or download the Course materials. You are responsible to pay these charges.
- d. It is your responsibility to check that the computer you plan to use to access the Course is compatible with the minimum specification requirement for your Course. You accept that we cannot be held responsible for any technical problems you encounter following the purchase of an online Course.

9. Other important terms:

- a. These Terms are between you and us and no other person shall have any rights to enforce them.
- b. These Terms and any disputes or claims relating to them are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.
- c. As a consumer, you have legal rights in relation to services that are not provided as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
- d. You acknowledge that we operate a zero tolerance policy in relation to inappropriate behaviour of Course attendees. In particular, abusive behaviour or harassment directed at our Course providers will not be tolerated under any circumstances. We may at our reasonable discretion refuse to supply any Course to any attendee whose participation in any Course would, in our reasonable opinion, be undesirable or whose behaviour we consider is or may be in breach of this agreement.

