



# Terms of Service

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# Introduction

This document explains the Practical Financial Exams Limited Terms and Conditions for the sale and provision of our goods and services, and the use of our website. By using this website and/or our goods and services, you are agreeing to these Terms and Conditions in full.

These Terms and Conditions are between Practical Financial Exams Limited (“us”, “we”, “our”, “PFE”) and the User of this website (“you”). All our goods and services, regardless of their cost or how they are purchased, are subject to these Terms and Conditions.

Throughout these Terms and Conditions, the singular shall mean the plural and vice-versa. Users of our website, products, and/or services may also be referred to as “Customers”, “Learners”, and/or “Candidates”. “Goods and services” also mean “goods or services”. Where examples are provided, these should be read as “including, but not limited to”.

These Terms and Conditions are governed by Scottish Law, and subject to the exclusive jurisdiction of the Scottish courts for the determination of disputes.

These Terms and Conditions should be read alongside the following documents:

Document	Link
Privacy Policy	<a href="https://practicalfinancialexams.co.uk/privacy">https://practicalfinancialexams.co.uk/privacy</a>
Policies, Processes, and Procedures	<a href="https://practicalfinancialexams.co.uk/scqf-credit-rating">https://practicalfinancialexams.co.uk/scqf-credit-rating</a>
SCQF Level 9 Practical Investment Planning Qualification Specification	<a href="https://practicalfinancialexams.co.uk/scqf-level-9-pip">https://practicalfinancialexams.co.uk/scqf-level-9-pip</a>

We may amend these Terms and Conditions from time to time or as may be required by law. The current version of these Terms and Conditions was last updated in September 2021.

In the event of any of the provisions of the Contract being held to be unenforceable, the remaining provisions will be unaffected and will remain enforceable.

We reserve the right to take any lawful action in respect of any breach of the Terms and Conditions, including restricting or terminating access to the Services and recovering any losses, by court action if necessary, which may arise as a result of that breach.

If you have any enquiries regarding these Terms and Conditions, please contact us at [contact@practicalfinancialexams.co.uk](mailto:contact@practicalfinancialexams.co.uk).

# Purchasing Goods and Services

We offer the opportunity for Customers to purchase goods and services on our website and/or by contacting us in another way and paying by bank transfer. We may also provide promotional and/or other material at no additional cost, including branded pens and the use of the PFE(PIP)<sup>®</sup> post-nominal designation.

It is the responsibility of Customers to ensure their payment information is correct when purchasing goods and services from us, and in submitting the information, they are confirming it is accurate, true, and complete.

All prices for goods and services are payable in pound sterling (£). Prices are detailed for each of our goods and services on our website, and may be provided over the telephone, in e-mails, on social media, or in other ways by Practical Financial Exams Limited. Prices communicated are inclusive of VAT.

If making payment in a foreign currency or from outside the UK, Practical Financial Exams Limited accepts no liability for any local taxes or charges, including currency conversion charges applied by your bank or payment processor.

By purchasing any of our goods or services via any medium (such as via our website or over the telephone) you are making an offer to purchase these goods or services which, if accepted by us, will result in a binding contract. We reserve the right to refuse your order, in which case we will notify you.

Goods and services can be paid for online by credit or debit card (via Stripe, our payment processor) or via PayPal. Transactions will show on your bank statement as "PF EXAMS". Alternatively, orders placed via telephone, e-mail, or any other means can be paid for by bank transfer.

Goods are only dispatched, and services only provided, after full payment has been received by Practical Financial Exams Limited.

We are fully entitled at any time to engage with sub-contractors or others to provide services to our Customers, such as assessment, and this does not affect our contractual relationship with you.

Our goods and services are available only to Customers in mainland UK and Northern Ireland. If you are based outside the UK and would like to purchase any of our services, please contact us at [contact@practicalfinancialexams.co.uk](mailto:contact@practicalfinancialexams.co.uk).

We may make changes to our goods, services, and/or website content at any time solely at our discretion and without giving prior notice.

# Cancellation and Refunds

## Qualification Enrolment

You can cancel your enrolment in any Practical Financial Exams Limited qualification for a full refund of monies paid by you, within fourteen (14) calendar days from Practical Financial Exams Limited accepting your order for the services.

We accept your order once (a) we have received payment of the relevant monies due, and (b) we have e-mailed you with confirmation of your enrolment. If you wish to cancel, you can notify us by e-mailing [admin@practicalfinancialexams.co.uk](mailto:admin@practicalfinancialexams.co.uk). Your access to our Exam Helpline will be rescinded upon our acceptance of your request to cancel. If already dispatched, the study text must be returned to us at your expense, and in the condition supplied to you. No refund will be given for cancellations outside the fourteen (14) day period.

Your refund of any monies paid by you will be processed within seven (7) days of our receipt of your notification to cancel or, if your study text has been dispatched by the time we receive your notification to cancel, within seven (7) days of the receipt (or proof of sending) of goods.

Learners are enrolled for a Practical Financial Exams Limited qualification for a set enrolment period confirmed in the relevant Qualification Specification. If the enrolment expires, no refund will be given regardless of how many or how few assessment attempts have been made. No assessments will be accepted after a Learner's enrolment expiry without express written permission from Practical Financial Exams Limited.

Learners may request an extension to their enrolment period by e-mailing [contact@practicalfinancialexams.co.uk](mailto:contact@practicalfinancialexams.co.uk) but Practical Financial Exams Limited is under no obligation to grant any extension and may require the Learner to repurchase enrolment at full price. Extensions are granted at the sole discretion of Practical Financial Exams Limited.

## Study Texts

You can return any Practical Financial Exams Limited study text, for a full refund of monies paid by you, within fourteen (14) calendar days from the day on which either the study text is received by you, or a person nominated to receive the study text on your behalf. If you wish to return your study text, you can notify us by e-mailing [contact@practicalfinancialexams.co.uk](mailto:contact@practicalfinancialexams.co.uk), and if already dispatched, the study text must be returned to us at your expense, and in the condition supplied to you. No refund will be given for returns outside the fourteen (14) day period.

Your refund of any monies paid by you will be processed within seven (7) days of the receipt (or proof of sending) of goods.

## SCQF Level 9 Practical Investment Planning Fast-Track Package

When you enroll onto the PIP Fast-Track Package, you are enrolling onto our PIP Deluxe Package but with additional study support delivered by Practical Financial Exams Limited (“us”, “we”) taking place at predetermined dates and times, known as the “Fast-Track Week”.

While the aim of the PIP Fast-Track Package is to complete your qualification by the end of the Fast-Track Week, you still have twelve (12) months from the date of us providing your first assignment, to complete the qualification.

Your Practical Investment Planning study text will be dispatched to you within three working days of your payment clearing into our account. The service we use is Royal Mail 1st Class, and packages must be signed for.

You can cancel your enrolment for the SCQF Level 9 Practical Investment Planning qualification for a full refund of monies paid by you, within fourteen (14) calendar days from Practical Financial Exams Limited accepting your order for the services.

We accept your order once (a) we have received payment of the relevant monies due, and (b) we have e-mailed you with confirmation of your enrolment. If you wish to cancel, you can notify us by e-mailing [admin@practicalfinancialexams.co.uk](mailto:admin@practicalfinancialexams.co.uk). Your access to our Exam Helpline will be rescinded upon our acceptance of your request to cancel. If already dispatched, the study text must be returned to us at your expense, and in the condition supplied to you.

No refund will be given for cancellations outside the fourteen (14) day period, except in the following circumstances:

- 1) If you are no longer able to attend the Fast-Track Week, if you send explicit notice to cancel to [admin@practicalfinancialexams.co.uk](mailto:admin@practicalfinancialexams.co.uk) more than thirty (30) calendar days from commencement of the “Fast-Track” week, you will receive a refund of up to £400. This is calculated as 100% of the difference between our PIP Deluxe Package (£799) and the Fast-Track Package (£1,199). You remain enrolled for SCQF Level 9 Practical Investment Planning under our PIP Deluxe Package for the duration of your twelve-month enrolment.
- 2) If you are no longer able to attend the Fast-Track Week, if you send explicit notice to cancel to [admin@practicalfinancialexams.co.uk](mailto:admin@practicalfinancialexams.co.uk) between thirty (30) calendar days and fourteen (14) calendar days before commencement the Fast-Track Week, you will receive a refund of up to £200. This is calculated as 50% of the difference between our PIP Deluxe Package (£799) and the Fast-Track Package (£1,199). You remain enrolled for SCQF Level 9 Practical Investment Planning under our PIP Deluxe Package for the duration of your twelve-month enrolment.

If you send notice to cancel within fourteen (14) days of commencement of the Fast-Track Week, no refund will be given. You remain enrolled for SCQF Level 9 Practical Investment Planning under our PIP Deluxe Package for the duration of your twelve-month enrolment.

# Learner Support

## Study Texts

Study text will be dispatched to you within three working days of your payment clearing into our account. The service we use is Royal Mail 1st Class, and packages must be signed for. The exception is where we have not been provided with a delivery address, or we believe the delivery address to be manifestly incorrect, incomplete, or out of date.

Any description or image of our study texts is for illustrative purposes only and there may be small discrepancies in the size and colour of the book provided.

Study texts are updated annually. Previous versions are held on file by Practical Financial Exams Limited.

## Exam Helpline (E-Mail)

Qualification Learners may e-mail [contact@practicalfinancialexams.co.uk](mailto:contact@practicalfinancialexams.co.uk) anytime between when their order has been accepted, and when they have passed their final assessment for the same qualification. Practical Financial Exams Limited endeavours to answer within 48 hours, although we cannot guarantee this. Practical Financial Exams Limited is under no obligation to answer Helpline e-mails received within 48 hours of a Learner passing their final assessment.

The Learner is only entitled to support between (1) the date of their enrolment, i.e., when they receive their first assignment, and (2) the earlier of (a) their enrolment expiry (12 months after enrolment) or (b) their successful completion of their qualification.

Support can only be provided in relation qualifications provided by Practical Financial Exams Limited in which they are actively enrolled and cannot be provided for any other purpose.

In every e-mail to the Exam Helpline, Learners must:

- 1) Sufficiently identify themselves so as to enable us to confirm they are eligible to use it
- 2) Head their e-mail "EXAM HELPLINE" or words to this effect
- 3) Only ask questions explicitly related to the syllabus or their assessment

Where the e-mail doesn't conform to these requirements, a standard e-mail is sent requesting they re-send the e-mail in line with the requirements. The rationale here is to prevent access to those who have not paid for use of the Helpline, and to ensure consistency and validity of the Helpline service.

Practical Financial Exams Limited reserves the right to respond that we do not know the answer to questions; we do not guarantee answers. Further, we reserve the right to refuse to answer Helpline questions where doing so could cause harm or could be considered a breach of our Conduct Rules.

All answers provided via the Exam Helpline are the opinion of the individual providing them, based on their knowledge, at the time provided. Neither Practical Financial Exams Limited, nor the individual providing the answer, can accept responsibility for any action being taken, or refrained from being taken, whether in an assessment or in any other scenario, because of any information provided, or not provided, via the Exam Helpline.

While every effort will be made to meet the 48-hour timescale, there is no guarantee of this, and the response may be postponed indefinitely without notice or liability.

Practical Financial Exams Limited will retain all Exam Helpline communications and our responses for twelve (12) months, and they may be provided to our External Verifier for quality assurance purposes. Please refer to our Policies, Processes, and Procedures document for further details of our External Verification process: <https://practicalfinancialexams.co.uk/scqf-credit-rating>

## Exam Helpline (Microsoft Teams)

The Exam Helpline via Microsoft Teams is only provided to Learners who have purchased the Deluxe Package. Up to three (3) hours of live support may be provided via Microsoft Teams. This may be in a group or 1-2-1, depending on availability and number of Learners going through the process at that time.

This support will be provided by Practical Financial Exams Limited to Learner(s) at mutually agreeable times and on mutually agreeable dates. Our core working hours for this service are 5pm to 9pm, Monday – Friday, UK time, excluding bank holidays and weekends, although we reserve the right to provide support outside of these hours, providing it is mutually agreed by both the Learner and Practical Financial Exams Limited.

The live support can be spread across the Learner's enrolment but must be in blocks of at least one (1) hour.

The Learner is only entitled to support between (1) the date of their enrolment, i.e., when they receive their first assignment, and (2) the earlier of (a) their enrolment expiry (12 months after enrolment) or (b) their successful completion of their qualification.

Support can only be provided in relation qualifications provided by Practical Financial Exams Limited in which they are actively enrolled and cannot be provided for any other purpose.

While we will always endeavor to provide support at a time convenient to our Learners, we may not be able to accommodate their preferred date/time, and we will attempt to arrange an alternative.

It is entirely the responsibility of the Learner to contact Practical Financial Exams Limited to arrange support. Where the Learner fails to arrange support and no support is provided, the Learner is not entitled to a refund. Similarly, where Practical Financial Exams Limited and the Learner are unable to mutually agree a date/time for support, the Learner is not entitled to a refund.



The software used to provide the support is Microsoft Teams. It is the responsibility of the Learner to ensure they have compatible hardware to run this software package, and where they do not or for whatever reason cannot use Microsoft Teams, no support may be given, and the Learner is not entitled to a refund.

## 1-2-1 Assessment Feedback (Microsoft Teams)

1-2-1 assessment feedback via Microsoft Teams is only provided to Learners who have purchased the Deluxe Package.

It is provided by Practical Financial Exams Limited to the Learner at mutually agreeable times and on mutually agreeable dates. Our core working hours are 5pm to 9pm, Monday – Friday, UK time, excluding bank holidays and weekends, although we reserve the right to provide feedback outside of these hours, providing it is mutually agreed by both the Learner and Practical Financial Exams Limited.

While we will always endeavor to provide support at a time convenient to our Learners, we may not be able to accommodate their preferred date/time, and we will attempt to arrange an alternative.

It is entirely the responsibility of the Learner to contact Practical Financial Exams Limited to arrange feedback. Where the Learner fails to arrange feedback and no feedback is provided, the Learner is not entitled to a refund. Similarly, where Practical Financial Exams Limited and the Learner are unable to mutually agree a date/time for feedback, the Learner is not entitled to a refund.

The software used to provide the feedback is Microsoft Teams. It is the responsibility of the Learner to ensure they have compatible hardware to run this software package, and where they do not or for whatever reason cannot use Microsoft Teams, no feedback may be given, and the Learner is not entitled to a refund.

Learners have one (1) week following the date of each assessment result to arrange a mutually agreeable time for feedback. If they fail to do this, they waive their right to feedback, and no refund will be given.

## Use of the PFE(PIP)<sup>®</sup> Post-Nominal Designation

Learners who have successfully achieved SCQF Level 9 Practical Investment Planning may use the post-nominal designation PFE(PIP)<sup>®</sup> after their name on business cards, e-mail signatures, social media profiles, websites, CVs, and any other professional setting.

Learners who have not yet achieved a Pass in SCQF Level 9 Practical Investment Planning are not permitted to use the designation. The designation is a registered trademark of Practical Financial Exams Limited and using the designation without permission may result in a civil claim for damages and criminal prosecution. Further information is available here: <https://www.gov.uk/defend-your-intellectual-property>

## Certificates and Replacement Certificates

Upon completion of one of our qualifications, a hard-copy certificate is provided in the post. This is included in the cost of the enrolment. We will also e-mail a PDF copy.

If you have lost your certificate, you can request a replacement sent to you by e-mailing [contact@practicalfinancialexams.co.uk](mailto:contact@practicalfinancialexams.co.uk). The following rates are charged for this service:

Certificate	Fee
Hard copy	£25
PDF	£10

Any replacement certificates are clearly marked as replacement certificates.

## Changes to Personal Details

If you need to update any personal details, you can do so by e-mailing [contact@practicalfinancialexams.co.uk](mailto:contact@practicalfinancialexams.co.uk). There is no cost for doing so.

For name changes, we may require proof such as a copy of a marriage certificate.

# Unacceptable Conduct

Any unethical, vexatious, and/or abusive behaviour towards Practical Financial Exams Limited, and/or any of our staff or contractors, will not be tolerated. This includes via e-mail, letter, telephone, face-to-face, virtual, social media, and any other communication methods. Whether conduct is vexatious and/or abusive is determined entirely by Practical Financial Exams Limited.

We reserve the right to cease communication about a particular matter, or completely, with any consumer who is deemed by us as behaving in an unethical, abusive, and/or vexatious way. Furthermore, we reserve the right to take appropriate action against qualification Learners behaving in a vexatious and/or abusive way under our Malpractice Policy.

# Intellectual Property Rights

The contents of this website are the intellectual property of Practical Financial Exams Limited, including our company name, qualification titles, names of our goods and services, and the PFE(PIP)<sup>®</sup> post-nominal designation. The use of these trademarks (whether registered or not) without the permission of Practical Financial Exams Limited, which is not Fair Dealing, is prohibited.

We have taken reasonable steps to ensure that we have not infringed the intellectual property of any third parties. If you believe that any material on our website or otherwise infringes your intellectual property rights, please contact us at [contact@practicalfinancialexams.co.uk](mailto:contact@practicalfinancialexams.co.uk).

# Assessment Evidence

Learners are responsible for providing assessment evidence to Practical Financial Exams Limited for assessment purposes; it is not the responsibility of Practical Financial Exams Limited to collect it from you. The exception to this is in the case of Professional Discussions, where Learners are responsible for contacting Practical Financial Exams Limited to arrange them by e-mailing [contact@practicalfinancialexams.co.uk](mailto:contact@practicalfinancialexams.co.uk).

Learners are responsible for ensuring assessment evidence is compliant with the terms of the relevant Qualification Specification.

Learners may post assessment evidence stored on a USB stick and/or printed on paper to our Registered Office at 74 Laymoor Avenue, Renfrew, PA4 8BS. Alternatively, Learners may e-mail it to [contact@practicalfinancialexams.co.uk](mailto:contact@practicalfinancialexams.co.uk). Where sending large files such as videos, Learners may use free transfer services such as WeTransfer. It should be noted that Practical Financial Exams Limited does not endorse any such service, and Learners use them at their own risk.

## Force Majeure

If events occur that are beyond the reasonable control of Practical Financial Exams Limited, we reserve the right to cancel, suspend, or vary the operation of our obligations to you. Examples of events outside our control include, but are not limited to:

- Non-availability of learning support materials such as study texts, perhaps due to issues with our supplier or incorrect/insufficient stock levels
- The death, illness, disability, or other indisposition of any of our staff or contractors resulting in an inability to provide any or all our goods or services
- Internet connectivity or other hardware or software issues
- Non-availability of our website at any given time or for any particular purpose, including corresponding loss of data and/or inconvenience
- Inability for anyone to be able to contact us, be contacted by us, or any delay in being able to contact or be contacted by us, perhaps due to IT, postal service, social media platforms, or telephone network issues
- Any other events outside our control

Practical Financial Exams Limited shall not be held liable for any breach of contract or in tort resulting from such events.

## Warranties and Liability

We will produce goods and perform services with due skill, care, and diligence.

Learning support materials, such as study texts, and services such as the Exam Helpline, are educational tools only. When Learners enrol for a Practical Financial Exams Limited qualification, they are purchasing learning materials and assessments, not an outcome. Practical Financial Exams Limited offers no guarantees that any of our goods or services will result in the achievement of any of our qualifications, or any other outcome.

Where any defect is communicated to us in writing within a reasonable time, we shall take reasonable steps to remedy it. Our liability (if any) under these Terms and Conditions in respect of any defect in the goods or services or of any duty owed to you under these Terms and Conditions will be limited to the price paid by you or if lower, the amount available under any responding insurance policy.

We shall not be liable for any injury to any person or loss or destruction of or damage to any property, unless the same shall have arisen from any default, negligence or neglect by Practical Financial Exams Limited, or any person or party for whom we are responsible in law, under these Terms and Conditions.

## Limitation of Liability and Disclaimers

We do our best to ensure that the information on our website, within our learning support materials such as our study texts, in our Blog, and provided via our Exam Helpline, are accurate and up to date. It is based on Practical Financial Exams Limited's knowledge and understanding of the relevant technical details, laws, regulations, and industry best practice at the time of publication. While every effort has been made to ensure its accuracy, neither Practical Financial Exams Limited nor the author of any information can accept any responsibility for loss occasioned to any person acting or refraining from action because of any information provided in any medium or on any platform.

Our learning support materials including study texts, the information provided via our Exam Helpline, and in our blog, are educational resources only and Practical Financial Exams Limited, and the author of any such publication or information, accept no responsibility for investment or trading decisions by any person in any form.

Our publications feature information regarding real life products and services from various financial services companies, for which written permission is held on file by Practical Financial Exams Limited. However, there is no affiliation with any of these providers. They have been included for educational purposes only and should not be relied upon for investment decisions.

You will indemnify Practical Financial Exams Limited against any and all claims, damages, losses, liabilities and costs arising from and in connection with your use and/or abuse of the website or your breach of these Terms and Conditions.

Any links to external websites or sources, whether on or offline, provided by Practical Financial Exams Limited, is provided for the convenience of our Learners and is generally for educational and/or referencing purposes only. Links do not represent endorsement of, recommendation of, or association with the linked website or source.

Practical Financial Exams Limited is not responsible for the content of any external websites which can be accessed via our website, provided in e-mails or via social media, or that we direct anyone to offline or via any other medium.

Furthermore, we are not responsible for any consequences of anyone entering contracts with any third parties or companies which are not Practical Financial Exams Limited, and we accept no liability for any loss, damage, expense, costs, or liability whatsoever incurred by you or anyone else as a result.

Access to, and use of, our website, or in e-mail communication with us, is at your own risk and we do not warrant that the use of the website or any material downloaded from it, or any e-mail communication, will not cause damage to any property, including but not limited to loss of data or computer virus infection.

# Your Use of Our Website

The contents of our website are protected by copyright owned by Practical Financial Exams Limited, and/or that of our Licensors.

Practical Financial Exams Limited is happy for any of our Learners to download or print extracts from our website for personal use only, and/or where such use falls within the definition of Fair Dealing. Information and guidance on Fair Dealing is available here: <https://www.gov.uk/guidance/exceptions-to-copyright#fair-dealing>

Outside personal use and Fair Dealing, no part of this website may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of Practical Financial Exams Limited. Any unauthorised act in relation to all or any part of this website may result in a civil claim for damages and criminal prosecution.

By logging in to the website and creating a user profile, you confirm that the e-mail address you provide is solely accessible by you and is secure from any external third-party access.

You may not access our website in any way which interferes with its normal functioning.

## Complaints

Please contact us at [contact@practicalfinancialexams.co.uk](mailto:contact@practicalfinancialexams.co.uk) so that any concerns or complaints can be investigated by our Internal Verifier. We will send a written acknowledgement of your complaint within seven (7) calendar days of receiving the complaint. We aim to investigate the complaint and reach an outcome within eight (8) weeks of the date of the complaint. Where the Internal Verifier finds the complaint to be justified, we will make an appropriate offer of compensation.

Complaints and their corresponding outcomes are recorded and held by Practical Financial Exams Limited for twelve (12) months and may be provided to the External Verifier where required, in line with our External Verification Process. Please refer to our Policies, Processes, and Procedures document for further details of our External Verification process: <https://practicalfinancialexams.co.uk/scqf-credit-rating>