

# TERMS AND CONDITIONS INDIVIDUAL LEARNER



## Terms and Conditions – Individual Learner

By becoming a client of Protutorial Ltd, you enter into an agreement by which you:

- Confirm that you are willing to participate fully in a Protutorial qualification.
- Agree to pay the relevant fee for the qualification, including VAT.
- Agree not to plagiarise the work of others, use Artificial Intelligence (AI), or in any way try to pass yourself off as competent by means of deception with your assessments. If suspected plagiarism or proven plagiarism has taken place in the production of one or more assessments, Protutorial Ltd reserves the right to withdraw you from the qualification. No refunds will be made for any qualification fee or instalment fee(s) paid.
- Agree to take full responsibility for your actions and opinions.
- Confirm that you have, or are willing to, secure access to relevant materials where the qualification necessitates this.
- Agree to submit one assessment at a time and to wait for your Tutor feedback before submitting another assessment.
- We reserve the right to refuse learners for any reason or to remove a learner from any qualification at any time.
- You will receive feedback on an assessment within 60 hours of submitting your work online, via distance learning. Weekends and holiday shutdowns are exempt from this timeframe.
- All qualifications must be completed within one year of your enrolment date. If a qualification is not completed within a year/12 months from the enrolment date, an administration fee of £95.00 + VAT will be payable by you. Failure to pay this administration fee will lead to withdrawal of the qualification. No refund will be given for any monies paid.
- Protutorial qualifications are provided to individual learners online. All communication with a Protutorial tutor will be undertaken via email. Any tutorials/phone calls or Microsoft Teams/Zoom sessions will be charged extra from the qualification fee, at a price of £30 per hour + VAT. This fee must be paid prior to any tutorials/phone calls or Teams sessions being undertaken.
- Extension beyond the stated limits for a qualification is at the discretion of Protutorial Ltd.
- Enrolment on a qualification is also subject to regulations determined by the awarding organisation (TQUK) and will include but are not limited to procedures for admissions and deferrals.

If you are enrolling on a qualification that involves working with vulnerable clients or clients under the age of 18 you must further confirm that:

- You have legitimate and legal access to work with those clients and that you have sought the permission of any relevant head of establishment to work with those clients.
- You have no undeclared offenses that might put your clients at risk.
- You will not work with any client, either individually or in a group, without gaining informed consent from the client or, in case of children, their parents or legal guardians.

Payment of the requisite fee is an offer by you to enter into a binding contract with Protutorial Ltd which we are free to accept or decline at our absolute discretion.

We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the Contract between you and Protutorial Ltd. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms and Conditions to be confirmed in writing.

We have the right to revise and amend these Terms and Conditions from time to time. You will be subject to our Terms and Conditions, including policies and procedures, in place.

If you do not provide us with the requisite information, or you provide Protutorial Ltd. with incomplete, incorrect, or inaccurate information or instructions, we may make an additional administration charge of a reasonable sum to cover any extra work that is required or choose to cancel this contract.

Failure to complete and return any relevant documents/forms requested on enrolment/induction may result in your start date for a qualification being delayed.

Failure to complete and return any relevant documents/forms may lead to you being withdrawn from a Protutorial Ltd qualification.

## **APPLICATION, ENROLMENT, AND PAYMENT**

- Booking implies a commitment to pay the qualification fees, subject to your eligibility for the qualification booked.
- Deposits, where payable, are non-refundable.

- If your qualification requires you to have a particular qualification, you must confirm that you hold that qualification when enrolling.
- The balance of qualification fees (i.e., the total fee(s) less any deposit previously paid) is due before the qualification starts. You will not be enrolled onto the qualification without first paying the full qualification fee or agreed instalment.
- Instalment payments may be made if agreed with the Director of Protutorial Ltd.
- Qualification certificates issued by our awarding organisation will not be sent to you, the learner, or your employer until the final payment for the qualification fee has been paid. This may be the full fee or instalment fee.
- Protutorial Ltd reserves the right to hold all certificates until the full qualification fee has been paid. The qualification fee will also include the price of VAT.
- A qualification certificate will be issued by our awarding organisation, to a learner, within three weeks of the qualification being completed. If you do not receive your certificate within four weeks of your qualification completion date, you can request a copy from Protutorial Ltd.
- Within four weeks of your qualification completion date, Protutorial Ltd will be responsible for the reprint fee of £40 + VAT payable to our awarding organisation. If you have not informed Protutorial Ltd that you have not received your certificate within four weeks of your qualification completion date, you will be responsible for the reprint cost of £40 + VAT.
- All qualification bookings are subject to availability. We reserve the right to keep a booking on hold until the start date of the relevant qualification.
- Qualifications will be deemed to have started as soon as the fee for the qualification has been paid or the Enrolment Form is completed and sent to Protutorial Ltd, whichever is first.
- Bookings made requesting accreditation of prior learning are accepted as provisional and are subject to checking of the value of credits for transfer in line with the Protutorial Ltd RPL/Credit Transfer Policy. Once accreditation of prior learning has been granted all terms and conditions shall apply. Where an application for accreditation of prior learning is not granted the option to withdraw will be allowed without payment of fees as long as your employees or employee have not provided false or misleading information; otherwise, administrative charges will be made. Our decision on this matter will be final.
- If you are unavailable when qualification materials are delivered to the address provided by you and they are not collected from the local depot any additional distribution fee may be charged if we are required to take receipt of, collect and/or redeliver the materials.
- Our stated qualification fees include any delivery charges we incur to send course materials to a UK mainland address other than as stated in these Terms. Please note if your course materials have to be delivered to a non-UK address, you accept liability for the delivery charge we will incur.
- Clients are liable for any bank charges incurred in payment of fees.
- Unless stated otherwise fees levied by professional organisations for registration are payable by the client.

- International students might be required to demonstrate equivalence of existing qualifications and if so, an additional fee will be payable.

- We reserve the right to change payment of the enrolment fees without notice. This will not affect those who have already booked on the course at an agreed rate.

## **LATE PAYMENTS**

Where payments are made by agreed instalments and those instalments have not been paid on the due date, we reserve the right to withhold the release of results or delay the marking of work or the release of a qualification certificate until outstanding fees are paid. We reserve the right to suspend access to online accounts and/or treat the qualification as being cancelled and offer the place to another learner. No refund of any course fees paid by you will be made. We also reserve the right to charge interest on late payments at a rate of 4% above the base rate as may be notified to you accruing on a daily basis until payment is made. If you are a business, we additionally reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## **CHANGES AND CANCELLATIONS BY YOU**

Cancellation under the Distance Selling Regulations within 7 days of booking.

If you are a consumer and make a booking via our website or by telephone, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000 ('Distance Selling Regulations'). Your legal right to cancel a Contract starts from the date when a booking is made – which is when the Contract between us is formed. You have a period of 7 (seven) working days in which you may cancel the booking, starting from the day after the day when the booking is made. Working days means that Saturdays, Sundays, or public holidays are not included in this period. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to enrol on a qualification, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

If you exercise your legal right to cancel under the Distance Selling Regulations up to 7 days, you will receive a full refund of the price paid when booking and any applicable delivery charges paid for. We will process the refund due as soon as possible and, in any case, within 30 calendar days of the day on which notice of cancellation was given to Protutorial Ltd.

If, after the 7-day period referred to above has elapsed within 30 days of the booking, but the qualification has not started i.e. you have either not returned your Enrolment Form to us or

logged onto our online Qualification System and you decide to cancel, a full refund will be given as long as it is within 30 days of the qualification fee being paid.

Refunds for a qualification/qualifications will only be issued within 30 days of the qualification fee payment being made. If your Enrolment Form has not been returned to Protutorial Ltd, or you have not logged into our Online Qualification System and 30 days have elapsed since payment has been made, no refunds will be provided.

## **CHANGES AND CANCELLATIONS BY US**

If circumstances arise that are beyond our control, it may be necessary from time to time to change/cancel qualifications dates, content, venues, and prices from those published. Whilst we will make every effort to transfer your booking to the next available qualification at your preferred venue, it should be noted that we will not be held liable for any costs/losses incurred as a result of any such changes. If we are no longer able to provide your qualification, we will ask you to return any qualification materials to us (at our expense) in the condition as originally delivered to you and refund to you any fees paid to date when we receive the materials as required. No refunds will be given for any qualifications which are withdrawn by our awarding organisation, once a learner is registered on that qualification. Qualification withdrawals are at the discretion of our awarding organisation, and we cannot be held responsible for our awarding organisation withdrawing a qualification.

We reserve the right to remove from any qualification, learners that fail to comply with its standard practices and procedures.

We reserve the right to refuse enrolments and/or suggest alternative arrangements if we believe that it will not be in our best interests of other participants and/or the individual concerned to be enrolled on one of our courses.

In line with Protutorial Ltd.'s Maladministration and Malpractice Policy, any learner suspected or found to have plagiarised or used AI in their evidence for any Protutorial Ltd. qualification may be removed from a Protutorial Ltd qualification. No refund for the qualification fee or any instalments paid will be made to a learner in cases of suspected or proven maladministration or malpractice. This is in line with the Protutorial Ltd. Maladministration and Malpractice Policy. In enrolling onto a Protutorial Ltd qualification, you are agreeing to these terms.

## **PERSONAL INFORMATION**

Clients of Protutorial Ltd. must provide at enrolment an accurate and complete name, postal address, and contact telephone number, date of birth, and e-mail address. We may refuse or cancel your enrolment if you do not supply these. Your details will not be used for any purpose other than the efficient and effective running of Protutorial Ltd. This information will only be shared with our awarding organisation (Training Qualifications UK) for the purpose of registering you onto a qualification and claiming your certificate, as well as any external quality assurance activity.

The majority of correspondence with and from Protutorial Ltd is conducted electronically using e-mail and web-based protocols. Your details will be added automatically to our database. Your details will not be passed to any third party without your permission unless requested by law or a similar authority. We will share with our awarding organisation your name, date of birth, gender, telephone number, and email address, along with a copy of your ID (if requested by an EQA) for the sole purpose to register you onto a qualification and to claim your certificate.

Where your qualification fees are paid by your employer or other third party, you give us consent to share information about your progress and engagement on that course with that employer or third party. Protutorial Ltd abides by the Data Protection Act (2018) and GDPR. Protutorial Ltd is also registered with the Information Commissioners Office (ICO).

Protutorial Ltd may contact you from time to time with products or information in which you might be interested. If you no longer wish to receive this information, please contact us.

## **LIABILITY AND CONTRACTUAL OBLIGATIONS**

No other statements in the training materials, on the website or e-mail correspondence may be taken to imply any contractual obligation by Protutorial Ltd.

Any liability will be limited to the payment of the enrolment fee paid, except in the event of personal injury or death at an event organised by Protutorial Ltd.

Information, whether on the web or in any other form, is provided for the use of clients and others at their own discretion. No liability will be accepted for the accuracy of any information or the consequences of its use by clients or others.

Depending on the course purchased Protutorial Ltd agrees to provide its clients with some or all of the following:

- Relevant qualification material.
- Access to the Protutorial Ltd online platform.
- An assessment methodology suitable for the qualification.
- A non-transferable license to use all relevant materials and web-based services.

Protutorial Ltd is a company registered in England, number 15578905.

The registered office is Suite A, 82 James Carter Road, Mildenhall, Suffolk, United Kingdom, IP28 7DE. Protutorial Ltd reserves the right to terminate any enrolment if it suspects that any part of these terms and conditions has been broken.

## CONDUCT

As a client of Protutorial Ltd, you are solely responsible for your communications and are responsible for the consequences of them. You are also solely responsible for maintaining the confidentiality of your username, password, and e-mail address and all activities that are conducted through your account.

Clients will be provided with a username and password to access non-public parts of our Moodle site. You must not share your username with anyone else. IP addresses are monitored, and any accounts suspected of being shared will be barred.

In consideration of being allowed to use the materials (including the website and Moodle site) provided by Protutorial Ltd, you agree that you will abide by these terms and conditions and in general will not:

- Harass any other course member or member of staff.
- Use the forum for any purpose in violation of local or national laws of any country.
- Post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others.
- Post material that is abusive, defamatory, embarrassing, harassing, hateful, inflammatory, obscene, or threatening to any other member or member of staff.
- Post sexually explicit language or images.
- Post advertisements or solicitations of business.



- Post chain letters or pyramid schemes.
- Impersonate another delegate or member of staff.
- Express or imply that Protutorial Ltd's website or its owner endorses any statements you make, without our specific written consent.
- Collect or store personal information about other clients without their personal consent.
- Conduct any other activity that we consider is detrimental to the running of Protutorial Ltd.

Any correspondence, whether on the website or not, written in any language other than English may be edited or deleted.

Any conduct that in our opinion restricts or inhibits the use of the website by any other subscriber will not be tolerated. We reserve the right to pursue any and all legal and equitable remedies against you, including the posting of your address and the reporting of your activity to your Internet Service Provider (ISP), and other authorities.

Any material in any correspondence that we determine to be contrary to our terms and unsuitable for our forum will be edited or deleted.

Our decision on these matters is final.

## **COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS**

The qualification materials and contents of the website and Moodle site are copyright to Protutorial Ltd. This includes all content unless otherwise noted. The contents may not be copied and republished in any format, whole or in part. This includes (for example, but not limited to) copying text, copying pictures or video, copying images for use in brochures, websites or any other medium, copying review content (narrative, video or pictures), copying backgrounds and borders, or any other content, copying lessons or assessment materials or qualification information.

All material published on our website, social Media pages or on our Moodle site is the intellectual property of Protutorial Ltd (or the suppliers of the information where this is explicitly stated). Material is made available purely for the benefit of Protutorial Ltd. corporate and individual clients for their own personal use. It is not available for commercial use with other organisations.

During your use of the website or Moodle site, we gather 'industry standard' data from you, which includes: your logged ID, your IP, your browser details etc. Our server maintains a log of your access. General data collected may be used or shared in an 'aggregate' manner, for example, to demonstrate how many hits we have, what countries people are accessing the site from, what browsers people are using, what parts of the site are visited and so on. We never share any information specific to a particular identifiable user unless requested by law or a similar authority, or an ISP or network administrator investigating abuse of our site.

If clients personally make their contact details available to other clients, this is to enable networking and sharing of information between them. Under no circumstances are they to be used by clients or their associates or made available by clients/associates to third parties, for mailing lists or other commercial purposes.

Information on the web and via Moodle is made available to clients and cannot therefore be regarded as confidential. Clients undertake that all information they provide for the web is free from copyright, confidentiality or other restrictions that would prevent its publication on our website.

By becoming a client, you grant to Protutorial Ltd a perpetual license to display, reproduce or use your website postings or Moodle information on the Protutorial Ltd sites. You also grant to Protutorial Ltd a perpetual license to use your postings either in the original form or modified and on any other media for the purpose of promotion of Protutorial Ltd.

You may terminate your enrolment at any time by notifying Protutorial Ltd. On termination, Protutorial Ltd will deactivate your password.

## **COMPLAINTS**

If you have a complaint about any products or services provided by Protutorial Ltd please contact us via the website contact form. One of our managers will contact you within 3 working days (excepting periods of closure, such as Christmas).

The manager will investigate your complaint and aim to provide a satisfactory way forward within a further 10 working days, in line with our Complaints Policy.

## **RIGHTS AND RESPONSIBILITIES OF PROTUTORIAL LTD.**

Protutorial Ltd accepts no responsibility for the content of our website or Moodle site, which is provided 'as is', and with no warranty express or implied. Reviews and all our other content are offered as our opinion only.

We understand that as a client of Protutorial Ltd you expect the website and Moodle sites to be on-line and available at all times. However, we can make no guarantees as to the 'up time' of the Website or Moodle site as this is beyond our control. For example, routing, server, Internet, hardware and software problems completely beyond our control may occur. We host with a commercial company that guarantees (to us) 99.9%+ up time in order to minimise down time but accept no responsibility if the site goes off-line and it is not our fault.

**On payment of the qualification fee, or first instalment fee, you are agreeing to these Terms and Conditions.**