



TERMS AND CONDITIONS OF SALE

The following terms and conditions govern the use of RRC International's services.

1 Definitions

- 1.1 "Customer means the purchaser specified in the standard order form.
- 1.2 "Company/RRC International/RRC Training/RRC" means The Rapid Results College Ltd whose registered office is 27-37 St Georges Road London SW19 4DS (registered in England and Wales with company number 2874974), tel: 020 8944 3100, Email: info@rrc.co.uk.
- 1.3 "Conditions" means these terms and conditions as amended from time to time.
- 1.4 "Contract" means the contract between the Company and the Customer for the supply of Services in accordance with these Conditions.
- 1.5 "Product/Services" means any product or service detailed on the RRC website or brochures.
- 1.6 "Learning Agreement" means the agreement between the Company and the Learner (whether or not they are the Customer) covering the requirements of the enrolled course.
- 1.7 "Delegate/Learner" means the learner or student booked to undertake the course.
- 1.8 "Charges" means the Customer's charges for Services/Products as set out in the Company's standard enrolment/order form or on the Company website.
- 1.9 "Learning Portal" means the online learning management system and website provided by the Company or the Company's LMS provider.
- 1.10 "Order" means the Customer's order for Services as set out in the Company's standard order form.
- 1.11 "Services" means the courses as detailed on the website and company brochures.
- 1.12 "We/us/our" means the Company.
- 1.13 "You/your" means the Customer or Delegate.
- 1.14 "Enrolment/Tuition Period" means the contractual period within which you are entitled to receive the Services detailed in this agreement.
- 1.15 "Training Materials" means materials supplied by RRC to the Customer as part of the Product/Services they have purchased in line with the Contract.
- 1.16 "Permitted Purpose" means a purpose allowed for under Section 4 of these terms (Permissions and Restrictions of Use)
- 1.17 "BSI" means products/services offered in association with The British Standards Institution.

2 Studying

You are responsible for managing your studies, raising queries with your tutor and setting aside sufficient study time each week to meet any set submission dates and ensuring you are fully prepared for your assessment.

You must advise RRC immediately of any changes in your study plans or contact details. This will ensure you get the full support to which you are entitled and make sure you receive key learner mailings and updates.

RRC does not expect you to buy extra textbooks to supplement your study materials. However, you will need to reference other sources of information during your studies, and you should read a relevant journal and a quality newspaper.

Supplementary Revision Guides can be purchased in printed or online format from our online store www.rrc.co.uk.

3 Guaranteed Services

The services outlined below are available from the date you are accepted on to the course until the date the assessment results are received, or your Tuition Period expires (whichever occurs first).

- **Course Content/Materials**

The course/materials supplied to you at the start of your studies are developed to meet the requirements of the published syllabus at that time. These course/materials should be used in conjunction with any supplementary materials provided during your period of study and your tutorial support.

- **Updates**

Should there be any updates in terms of new legislation or other changes that RRC considers essential to your examination success, updates will be provided in the RRC quarterly Newsletter.

- **Tutor Support**

You can contact your tutors as often as you need via e-mail. You can also arrange mutually convenient times for a telephone conversation with your tutor through email. It is your responsibility to contact your tutors if you require any assistance.

- **Online Support**

This includes access to RRC's virtual learning community, including our online resource library and forums to promote discussion among fellow learners.

4 Permissions and Restrictions of Use

All websites associated with RRC International may be used for the private purposes of the Customer (or Delegate where this is different) and in accordance with these terms of use. Subject to the payment of all required fees and subject to the restrictions laid out in these Terms and Conditions, the Customer (or Delegate) shall be granted a non-exclusive and non-perpetual license for the duration of the Tuition Period as specified in the Learning Agreement to:

- use the Product for their own personal and/or business purposes.
- print and download material provided that they do not modify or reproduce any content in any format without our prior written consent.
- have unlimited access to the Product within the allowed enrolment/tuition period applicable to that product as detailed in the Learning Agreement.

You are NOT permitted to:

- permit other individuals to access the Learning Portal using your login details and/or use any of the resources contained within the website.
- rebrand and/or sell any Product or content within the website as your own without prior written consent from RRC
- sell or give any part of the Product to third parties in any format
- copy, make available or otherwise distribute any content contained within the Learning Portal or elsewhere without the prior written consent of RRC
- transfer the Product or any access to the Learning Portal or its resources to another person without the prior written consent of RRC
- distribute any content including but not limited to forms, documents and other materials to third parties for sale or resale whether as part of a package or as a separate product.
- rent, lease, sub-license or loan any documents or other parts of the Product to third parties.

5 Period of Enrolment/Tuition

Your course has a maximum Tuition Period, and, at the end of this period, all services supplied by RRC as part of this contract will stop. It is up to you to manage your studies, to ensure you meet the requirements of the course and to be prepared to take all aspects of your assessment before the end of your Tuition Period.

The specific period of tuition for your course can be found in your Learning Agreement.

It may be possible to extend your Tuition Period in certain situations, please contact RRC.

6 Learning Agreement

The Learning Agreement sets out the entitlements and obligations of all RRC Learners and constitutes the terms and conditions of enrolment that must be complied with by the Learner. If you do not wish to be bound by these terms, you can cancel your course within the timescales detailed below and receive a refund/credit of the fees less any expenses incurred by RRC.

7 Eligibility for the Course

• Acceptance of Order

Your order will be deemed to be accepted in the following instances:

- Orders received via telephone or e-mail – On completion of signed Enrolment Form
- Orders received via the RRC website – On completion of the online Enrolment Form
- In-company orders – On completion of the RRC In-Company Booking Form
- Orders received for Resource Materials (Trainer Packs and Licenses) – On completion of the RRC RM Booking Form
- Orders received for Resource Materials (Publishing) – Via receipt of an Order Acceptance Confirmation letter from RRC

• English Language

If English is not your first language and you are completing your chosen course in English, you need to ensure that your proficiency in both written and oral English is of a sufficient standard to enable you to meet the demands of both your studies and the assessment.

It is recommended that your standard of English is the equivalent of the “International English Language Testing System 6.0” or higher.

• Entry Requirements

By enrolling on this course, you have confirmed that you (or any Learners booked by you) fulfil any relevant entry requirements set by the awarding body.

8 Completion of Course

Your course is deemed complete when:

- You have successfully completed your assessment or
- You advise RRC of your withdrawal or
- You have reached the end of your Tuition Period or
- You have failed to pay any fees when they are due or
- You have your course terminated by RRC.

9 Your Assessment

It is your responsibility to ensure you have arranged to sit your assessment(s) with RRC. To be eligible for an assessment, you are required to be up to date with payment of fees.

Failure to respond to mailings about your assessments may result in you not being entered for the assessment.

You must make sure that RRC are fully aware of any medical circumstances that may hinder your studies or performance in the examination. If advised in advance it may be possible to obtain some appropriate concessions for your studies and examination from the awarding body. Medical proof or other proof will be required.

If you register for an assessment and subsequently cancel, you will be liable for any charges incurred by RRC plus any relevant administration fees.

Syllabus Changes

RRC cannot accept responsibility for changes to the availability or syllabus content of assessments run by external awarding bodies. Should your course syllabus change or be phased out at any time during your tuition/enrolment period, the RRC learner support will only extend to the last available assessment date for which your course is valid.

If available, learners wishing to transfer to a new syllabus will incur a charge for new materials and any additional costs for the new course.

In the event of changes to the syllabus, relevant legislation or examination and assessment criteria, RRC reserves the right to alter the content, structure or assessments of a course without prior notice being given to learners studying on that course.

RRC will provide advice and support regarding the available options for you to continue your studies.

Deferrals

We reserve the right to charge a deferral fee if you need to delay your nominated assessment date (or miss any required deadlines for registration), comprising of an RRC administration fee of £25 + VAT per sitting as well as any additional awarding body fees payable. Please contact RRC for details of relevant options, timescales, and charges.

Re-sits

If you are unsuccessful in your assessment, RRC will provide you with details of your options to re-sit the assessment. Re-sits are subject to additional fees. Payment of your re-sit fees will extend your tuition within your Tuition Period to the end of the month in which the assessment results are issued.

Exam/Assessment Only

By registering for an assessment, you give express consent for us to transfer your data; specifically, your full name, address, email address, gender, and telephone contact details to the relevant Awarding Body for the purpose of registration, examination and certification of qualifications only.

A refund of any exam/assessment fees paid to RRC is obtainable provided the cancellation is received before the learner has been registered with the awarding body **and** provided this is within the Tuition Period or within a maximum period of 3 years from purchase where a Course Unit has not yet been activated. Where an exam/assessment has been confirmed and the learner does not attend (without good reason) no refund will be available and the learner will need to re-enrol on the course to activate a resit. Exam fees will be available to use for the entirety of your tuition period. Once your tuition period ends, all unused exam fees paid will be lost.

Transfers

Transfers to an alternative method of study or to a new course will be granted if RRC are notified within three months of your enrolment date.

The transfer of a course to an alternative learner will be granted if RRC are notified within three months of your enrolment date. New learner registration fees may apply.

Transfer requests outside of three months of your enrolment are on application only and will incur service fees. An administrative fee of £25 + VAT is payable for any transfer request plus the difference in price between the original fee and current fee for the course being transferred to.

10 Delays Outside Our Control

If our supply of your product is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team to end the contract and receive a refund for any products you have paid for in advance, but not received.

11 Our Complaints Process

RRC aims to ensure that it fully meets its obligations under the Learning Agreement and that all of our customers are fully satisfied with the service they receive. However, if you feel we have not met our obligations under these Terms and Conditions or the Learning Agreement or you are dissatisfied with any other aspect of the service you have received from RRC, we would welcome your comments on the matter. We will take the matter seriously and will conduct a full investigation into your grievance. A full copy of our complaint's procedure is available by e-mailing customer.services@rrc.co.uk.

You can send your complaint by post to RRC International, Tuition House, 27-37 St George's Road, London SW19 4DS or send it by email to customer.services@rrc.co.uk.

12 Cancellations & Refunds

We are confident that you will be totally satisfied with your studies but if not, you can cancel under the following terms within your enrolment. All cancellations must be received in writing by e-mailing customer.services@rrc.co.uk.

Please note that a refund is not payable to any delegate that fails to complete a course without prior notification and following the terms in the policy set out below. Requests for transfers to alternative dates are subject to cancellation fees. Refunds will also not be payable where agreed instalment payments are not met prior to requesting a refund from RRC.

- **Face-to-Face and Live Online Courses - RRC International Courses**

Cancellation more than 30 Days before the Course Start Date

A refund of the full course fee is obtainable for cancellations received more than 30 days before the scheduled course start date.

Cancellations between 15 and 30 Days before the Course Start Date

A refund of 70% of the course fee is obtainable for cancellations received between 15 and 30 days before the scheduled course start date.

No refund is available for cancellation within 15 days of the course start date.

- **Face to Face Courses-BSI courses**

A refund of the full course fee is obtainable for cancellations received more than 35 days before the scheduled course start date. No refund is available for cancellation within 35 days of the course start date.

- **Online Courses**

Cancellation received within 30 days of the acceptance of your application.

A refund of the full course fees paid is obtainable for cancellations received within 30 days following the acceptance of your application. This is subject to the return, in good condition, of any printed materials supplied and the receipt of a written confirmation that any electronic copies of the materials have been destroyed within the 30-day period.

A 90% refund is available for any Units/Modules for which study has not commenced, where materials are on hold and have not been released on the Learning Centre and the Learner is either within the Tuition period as specified within the Learner Agreement or within a period of three years from the date of purchase, whichever is the earliest.

Refunds, if applicable, will be processed within 14 days of RRC receiving returned course materials.

- **Exam/Assessment Only**

A refund of any exam/assessment fees paid to RRC is obtainable provided the cancellation is received before the Learner has been registered with the awarding body **and** provided this is within the Tuition period or within a maximum of 3 years from purchase where a Course Unit has not yet been activated. Registrations covering IEMA assessments are made 30 days after enrollment and no refund is available after that date.

Where an exam/assessment has been confirmed and the Learner does not attend (without good reason) no refund will be available and the Learner will need to re-enrol on the course to activate a resit.

- **Revision and Reference Guides**

Printed Materials Returned Within 30 Days

A refund of the full fee (including standard postage and packing) is obtainable for the return of printed materials within 30 days. This is subject to them being received in as close to a new condition within 30 days following the dispatch of the goods. Please note opened and used materials will not be refunded.

Electronic Material

A refund is available within 30 days on digital book copies if the copy has not been activated. A refund on digital materials will not be available once the material has been activated/downloaded.

- **BSI and Third-party Classroom and Revision Courses**

A refund of the full course fees is obtainable for cancellations received more than 35 days before the scheduled course date for any BSI course. Any cancellation within 35 days of the scheduled course date no refund is available.

13 Intellectual Property

RRC remain the owner of the intellectual property of all content contained within the Learning Centre and elsewhere unless otherwise stated. No content (whether online or not, in whole or in part) may be reproduced, modified or stored in a retrieval system or used or transmitted in any way without prior written consent from RRC.

The Customer agrees that they shall:

- Not use the Training Materials other than in accordance with the license expressly granted by this Agreement.
- Under no circumstances sub-license or assign any of the Rights of RRC
- Under no circumstances make available to any other person or organization RRC's Training Materials supplied as part of this agreement, other than to serve the Permitted Purposes expressly outlined in this agreement.

14 Goods, Pricing and Availability

The fees charged for all courses and products are displayed on the website and are in pounds sterling excluding VAT (unless otherwise stated). Where VAT is payable, the full price (inclusive of VAT) will also be displayed.

All reasonable measures are taken by us to ensure that our websites and Learning Centre are operational all day, every day, but occasionally the need for routine maintenance and technical issues may result in some downtime. Where possible we try to give advance warning of maintenance issues that may result in website and/or Learning Centre down time.

We strongly recommend you access the free demo course before purchasing a course to ensure that your computer is compatible. RRC is not responsible for technical issues resulting from PC/browser incompatibility.

15 Text Book, Revision Guides and other written material

RRC will post, or arrange a courier on your behalf, for the printed materials ordered by you to the person and address you give RRC at the time you make your order. For printed materials delivered outside of the UK, the consignee (i.e. the person to whom the consignment is sent) will be the declarant and importer into the country for which the consignment is destined. The consignee will be responsible for both customs' clearance and payment of customs duties and local taxes where required.

Delivery will be made as soon as possible after your order is accepted and in any event within 30 days of dispatch of the order. All delivery times quoted are estimates only, based on availability, normal processing and delivery companies.

Customs Charges-If you are ordering goods for delivery outside of the UK, please note that your consignment may be subject to import duties and taxes, which are levied once the goods reach the country of destination. Any such charges levied in relation to customs clearance must be borne by you. It is accepted by you that RRC has no control over additional charges in relation to customs clearance. RRC recommend that you check with your local customs officials for more information regarding importation taxes/duties that may be applicable to your order.

16 Termination by RRC

RRC reserves the right to terminate your course for non-payment of fees or misconduct. For details of the appeals procedure, please contact RRC.

In the event you are unable to meet any set deadlines, it is essential that you discuss the issue with RRC before the RRC deadline which may be ten days prior to the published awarding body deadline.

RRC reserves the right to terminate your course and remove your access to any resources for non-payment of fees or misconduct. For details of the appeals procedure, please contact RRC.

Circumstances necessitating the removal of access are:

- Breaching RRC's Copyright.
- Failing to attend an examination or assessment without notifying RRC.
- Proven malpractice in an examination or assessment
- Failing to pay fees when they are due.
- Passing on RRC Learning Centre access details or any information downloaded from the RRC Learning Centre to others.
- Using abusive language to RRC staff or fellow learners.
- Failure to meet specified entry requirements.

If your course is terminated, there may be an entitlement to the refund of a partial level of fees (see section on Cancellations for details).

17 Payment

The Charges for our Services shall be as set out in our quotation/order form/website and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of RRC directly or indirectly incurred in connection with the performance of the Services.

All amounts stated are exclusive of VAT which shall be charged at the prevailing rate (though, where VAT is payable, the full price including VAT will always be displayed). The Customer shall, following the receipt of a valid VAT invoice, pay to RRC a sum equal to the VAT chargeable in respect of the Services.

RRC shall invoice the Customer as specified in the agreement/order. Each invoice shall include such

supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

In consideration of the supply of the Services by RRC, the Customer shall pay RRC the invoiced amounts either on receipt of the invoice or no later than 30 days after verifying that the invoice is valid and undisputed, assuming the Customer has supplied a valid Purchase Order Number and RRC has agreed that a credit account is available.

18 Privacy Policy

Your privacy is important to RRC and we take our responsibility regarding the security of your personal information very seriously. Please refer to the RRC Privacy Policy for details of the information we will hold about you and how that may be used both during your studies with us and after you have completed your chosen course. The policy can be found [here](#).

19 Exclusion of liability

No liability shall attach to RRC or its employees for loss or damage of any nature suffered as a result of the use of the Product or for any errors or omissions in the contents of the Product.

20 Law and Jurisdiction

This Agreement is governed by the laws of England and Wales. Any dispute relating to this Agreement shall fall within that jurisdiction, and the parties may submit to the jurisdiction of the English Courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

21 Additional Information

- Any formal legal notices should be sent to RRC at the address detailed above within these Terms and Conditions by email, confirmed by post.
- Failure by RRC to enforce a right does not result in waiver of such right.
- You may not assign or transfer your rights under this agreement.
- Telephone calls will be recorded for the purposes of providing evidence of a transaction or ensuring that we are complying with our procedures.
- Courses may be videoed for the purposes of monitoring the quality of our services.
- We may amend these Terms and Conditions at any time by posting a variation on the web site and providing 30 days notice of such change taking effect.

22 What to do if you are Dissatisfied with the Service you Receive from RRC

RRC aims to ensure that it fully meets its obligations under the Terms and Conditions and Learning Agreement and that all of our learners are fully satisfied with the service they receive. However, if you feel we have not met our obligations or you are dissatisfied with any other aspect of the service you have received from RRC, we would welcome your comments on the matter. We will take the matter seriously and conduct a full investigation into the circumstances concerning your grievance.

Please contact RRC by e-mailing customer.services@rrc.co.uk for full details of this procedure.

You also have the right to complain to the relevant Awarding Body relating to the course you have completed or the Information Commissioner if you feel we have unlawfully processed your personal data (www.ico.org.uk).