

ActEd/IFE Terms and Conditions

Distance-learning products

Dated: 24 September 2018

These Terms and Conditions, the completed order form or online application and the confirmation emails comprise the agreement pursuant to which ActEd supplies any distance-learning study materials and services to you, the customer.

1. Definitions

- "ActEd" means Actuarial Education Company Limited registered at BPP House, Aldine Place, 142-144 Uxbridge Road, London, W12 8AA, with registered number 3062375; Place of business: McTimoney House, 1, Kimber Road, Abingdon, OX14 1BZ.
- "Additional Charges" means any amounts payable which are not Fees and may include, but are not limited to, postal charges for the delivery of materials, and re-sit fees which may be charged from time to time if applicable, any administration charge, amounts payable to the professional body for student/delegate registration, exemptions, examination entries and re-sit fees, which are payable by you separately to the relevant professional body and any import duties, taxes and customs clearances which may be payable.
- "Distance Learning Products" means but is not limited to, study materials, marking services, online classroom products and eBooks.
- "IFE" means Institute and Faculty Education Limited, a subsidiary of the Institute and Faculty of Actuaries, a company registered at Staple Inn Hall, High Holborn, London, WC1V 7QJ, with registered number 3037559; Administrative office: 1st Floor, Park Central, 40/41 Park End Street, Oxford, OX1 1JD.
- "Fee" means the fee payable for the Distance Learning Products and shall include any VAT payable but excludes all Additional Charges.
- "you" means the individual applying for the distance-learning course.
- "our website" means www.ActEd.co.uk and any and all sub domains of ActEd.co.uk.
- "online Store" means the online store at www.ActEd.co.uk, usually accessed via the url www.ActEd.co.uk/estore.
- "Session" means the period between the Institute and Faculty of Actuaries main examination sittings. There are two sessions per year, one running from September through to April and the other from April through to September.

2. Payment Terms

- 2.1. Full payment or authorisation to invoice an employer for the Fee is required when any study materials are ordered and prior to any materials being dispatched, online resources being accessed or marking services being used.
- 2.2. For orders placed by credit or debit card, payment of the Fee placed through the Online Store will be taken when the order is placed. Payment for credit or debit card orders placed using an order form not through the Online Store will be taken shortly after you receive an email confirming your order.
- 2.3. Where authorisation to invoice an employer has been received the following payment terms apply:
 - Full payment is due within 30 days from the date of the invoice.
 - Payments should be made to IFE Ltd.

- ActEd reserves the right to charge late payment interest on any outstanding invoices, at a rate of 8% above the Bank of England base rate.
 - ActEd reserves the right to recover any reasonable debt collection costs in connection with this Agreement.
 - Where applicable, the employer is liable for all unpaid invoices.
- 2.4. ActEd's Fees exclude amounts payable to the professional body for student / delegate registration, exemptions and examination entries, which are payable by you separately and ActEd accepts no responsibility for this.

3. **Study Materials**

- 3.1. ActEd will dispatch study materials, when they are available for dispatch, on receipt of full payment or authorisation to invoice an employer in accordance with the following delivery guidelines.
- UK: delivery within approximately 4-5 working days of dispatch;
 - Europe: delivery within approximately 7-9 working days of dispatch; and
 - Rest of the world: delivery within approximately 8-10 working days of dispatch.
- 3.2. ActEd must be notified of any queries, complaints or short deliveries within 14 days of receipt of study materials.

4. **Delivery of Study Materials**

- 4.1. Study materials will be delivered to the premises set out in the order.
- 4.2. ActEd will use reasonable endeavours to maintain adequate stocks of study materials so as to be able to fulfil the order.
- 4.3. ActEd will ensure that the study materials are appropriately packaged in such a manner as to enable them to reach you in good condition.
- 4.4. Delivery of the study materials will occur when they are delivered to the premises set out in the order. Title in the study materials will pass to the customer on receipt of full payment.
- 4.5. When ordering goods from ActEd for delivery (other than in the UK) you may be subject to import duties and taxes, which are levied once the goods reach the specified destination.
- 4.6. Any additional charges for customs clearance must be borne by you; ActEd has no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when you order study materials from ActEd, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods.

5. **Intellectual Property**

- 5.1. ActEd grants, you, the customer a non-transferable, non-exclusive licence to use its study materials (including information, training material content, software and data) under the terms of this Agreement.
- 5.2. This licence terminates upon termination of this Agreement for whatever reason.
- 5.3. You, the customer warrants that you shall only use the study materials for your own educational purposes and shall not, without ActEd's prior written consent, copy, make available, retransmit, reproduce, sell, disseminate, licence, distribute, publish, broadcast or otherwise circulate any study materials (or any part of them) to any person other than in accordance with this Agreement.
- 5.4. You, the customer shall fully indemnify ActEd in respect of any infringement of any intellectual property rights arising as a result of your use of any study materials in breach of this Agreement.

6. Marking Services

- 6.1. Series Marking and Mock Exam Marking is valid only for the Session for which it is purchased. It cannot be deferred to a later study Session.
- 6.2. Where a relevant marking service has been purchased, Assignments and Mock Exams can be submitted for marking by email. Full instructions for completing and submitting an assignment or mock exam can be found on the coversheet, supplied with the assignment and on our [website](#).
- 6.3. Any scripts submitted to ActEd using Series Marking or Mock Exam Marking after the final deadline date, published in the Study Guide and on our website, will not be marked. Scripts submitted using Marking Vouchers must be received by the marking voucher deadline in order to be returned by the date of the exam. It is the customer's responsibility to ensure that a script is sent in good time.
- 6.4. Scripts will be passed to the next available marker and will be returned electronically. We encourage markers to return scripts quickly, but you should be aware that scripts submitted around the time of the final deadlines may have a significantly slower turnaround time than usual.

7. Online Classroom and Paper B Online Resources (PBOR) Products

- 7.1. If purchase an Online Classroom or PBOR (on its own or part of a CMP) then the following terms in this Clause 9 shall apply.
- 7.2. The receipt of the Online Classroom or PBOR content is personal to you and you may not transfer your rights to access the Online Classroom content or provide the Online Classroom content to any other person.
- 7.3. You may incur charges to your internet service provider while you are accessing and / or downloading Course Materials for the Online Classroom or PBOR. Charges may also be payable to third parties for use of the software necessary to access and / or download Course Materials from the Online Classroom/PBOR. You are responsible for paying these charges.
- 7.4. Save as expressly set out in these Terms, you may not modify, copy, reproduce, re-publish, upload, post, transmit or distribute in any way any of the Online Classroom or PBOR content. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Online Classroom/PBOR or create derivative works based on the whole of or any part of the Online Classroom or PBOR. Use of the Online Classroom or PBOR not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either ActEd's copyright or ActEd's other intellectual property rights, and / or the copyright or other intellectual property rights of ActEd's licensors.
- 7.5. If for any reason, face-to-face or Live Online tuition giving you entitlement to a discounted price, is cancelled by you then access to the Online Course will be cancelled immediately unless you agree to purchase the Online Course at the full price.
- 7.6. If you have downloaded or accessed any Online Classroom Materials and subsequently cancel face-to-face or Live Online tuition, which entitled you to a discounted price, then a cancellation charge will apply so that the net cost to you of using the Online Course is equal to the full price.
- 7.7. Please note that it is your responsibility to check that the computer you plan to use to access the Online Classroom or PBOR is compatible with the [minimum specification requirement](#) that relates to these online courses. You acknowledge and accept that ActEd cannot be held responsible for any technical problems you encounter accessing these online courses.
- 7.8. You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to our website and that technical support may not be available during such periods of downtime. Further you accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability.

7.9. ActEd will use reasonable endeavours to make the Online Classroom and PBOR available but cannot guarantee uninterrupted availability. ActEd reserves the right to suspend access to our website for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of our website.

7.10. You also accept and acknowledge that ActEd cannot be held responsible for any delay or disruptions to your access to the online courses as a result of such suspension or any of the following:

- the operation of the internet and the World Wide Web, including but not limited to viruses;
- any firewall restrictions that have been placed on your network or the computer you are using to access the Online Classroom;
- failures of telecommunications links and equipment; or
- updated browser issues.

8. Additional Terms for the purchase of eBooks

8.1. In order to be able to download an eBook, you must have:

- access to an Internet connection;
- downloaded and have access to the relevant software/platform (Adobe Digital editions or an alternative platform notified to you by ActEd);
- set up an Adobe ID, or an account in an alternative platform;
- and your computer must be running Windows XP and above or Mac OS X and above.

8.2. You can only download the eBook once using the token provided. Once a token has been validated by you a new token will not be issued. eBooks can typically be used on up to 4 or 6 computer machines as long as they are validated with your relevant ID.

8.3. Your purchase of an eBook only entitles you to print a maximum of 100% of the eBook and multiple copies of the same page will all count towards the maximum allowance. We strongly recommend that you read the guidance issued to you before printing any of your eBook.

8.4. Please note that it is your responsibility to check that the computer you plan to use to access an eBook is compatible with the minimum specification requirement that relates to ActEd's eBooks. We strongly recommend that you read all guidance issued to you before downloading and using an eBook. You acknowledge and accept that ActEd cannot be held responsible for any technical problems you encounter accessing an eBook.

9. Length of access of digital content

9.1. Access to Online Classroom and PBOR will expire 13 months after purchase.

10. Cancellation Rights

10.1. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Consumer Contract Regulations") you may cancel your purchase within a period of 14 days beginning on the day of purchase or in the case of study materials the day after which study materials are received by you ("Cancellation Period"). In addition to your rights under the Consumer Contract Regulations, ActEd also allows you to return unopened printed goods within 28 days of purchase, although cancellation charges will apply (see Clause 0). Please note that you cannot cancel your purchase of the following categories:

- 10.1.1.** with respect to any digital products, including but not limited to eBooks, PBOR (whether purchased as a standalone item or as part of a CMP) and other online courses and materials, your right to cancel and obtain a refund will be lost if you have given ActEd express consent to supply them to you

during the Cancellation Period or if you access those digital products during the Cancellation Period;

- 10.1.2.** with respect to audio, video or software products if you have removed them from the sealed package in which they were delivered; and
- 10.1.3.** cancellations for printed goods are only available if the pack is returned with the original shrink-wrap intact. If you wish to view a sample of the contents of your pack before opening then please email ActEd@bpp.com and one will be provided.
- 10.2.** If you wish to cancel your purchase of a product bundle which includes both printed products and digital content, then a full refund will not be possible if you access the digital content during the Cancellation Period. The full cost of the digital product will be deducted from the cost that can be reimbursed. For example, if you purchase a CMP which includes PBOR and you access PBOR before returning, unopened the printed course within 28 days, then you will still be liable to pay the full cost of PBOR.
- 10.3.** To cancel your purchase you must notify ActEd of your decision to cancel by a clear statement by email to ActEd@bpp.com, by fax to +44 1235 550085, by phone to + 44 1235 550005 or by post to ActEd, McTimoney House, 1 Kimber Road, Abingdon, OX14 1BZ. You may use the attached model cancellation form, but it is not obligatory.

You shall send back the goods to ActEd, McTimoney House, 1 Kimber Road, Abingdon, UK, OX14 1BZ without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. Materials must be returned with a copy of the delivery note and a brief explanation of why the goods are being returned.

- 10.4.** You are strongly advised to obtain Proof of Posting, as we are unfortunately unable to refund items that are lost in the post if evidence of postage cannot be provided.
- 10.5.** If you cancel a contract within 14 days, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- 10.6.** We will make the reimbursement without undue delay, and not later than:
 - (a) 14 days after the day we receive back from you any goods supplied, or
 - (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
 - (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 10.7.** ActEd reserves the right to withhold payment of part or all of your Fees until all study materials have been returned to ActEd or if study materials are not returned in a re-saleable condition.
- 10.8.** We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 10.9.** You will be responsible for payment of any delivery charges incurred in returning the study Materials.

- 10.10.** If you cancel your purchase of any study materials within a period of 14 days, ActEd will deduct from any refund the cost of any delivery charges paid by ActEd in relation to the return of the study materials, if applicable, by you to ActEd. If you cancel your purchase of any study materials after such time, ActEd will also deduct from any refund the cost of all applicable delivery charges, including delivery charges paid to deliver the study materials to you, plus an administration fee (10% of the price of the returned goods, maximum £15 per item).
- 10.11.** The study material (excluding text books written and published by third parties) is copyright IFE Ltd and is sold to you for your own exclusive use. You may not hire out, lend, give, sell, store or transmit electronically or photocopy any part of it. You must take care of your material to ensure that it is not used or copied by anyone else at any time. Legal action will be taken if these terms are infringed. In addition, we may seek to take disciplinary action through the profession or through your employer. By applying for a course, you accept these conditions.
- 10.12.** Under no circumstances are study materials transferable.
- 10.13.** In relation to the cancellation of marking services only, the following additional provisions apply:
- (a)** If you begin the performance of services during this 14-day cancellation period, by submitting one or more scripts for marking, an amount equal to the current cost of a marking voucher will be deducted from the reimbursement for every script submitted.
- (b)** Cancellation of Series Marking is only allowed beyond the 14-day period if it is requested before any assignment has been submitted for marking and the final deadline date for the Session has not passed. Neither full nor partial refunds are given after 14 days from purchase once an assignment has been submitted for marking.
- (c)** Cancellation of unused Mock Exam Marking is only allowed beyond the 14-day period if it is requested before a script has been submitted for marking and before the relevant final deadline date has passed.
- (d)** Marking vouchers can be cancelled if they are returned unused to ActEd before the expiry date and a credit note or reimbursement will be issued to the person/company who made the original payment.

11. Change of address or other contact details

- 11.1.** ActEd must be notified in writing of any change in a customer's contact details, including the email address specified on the customer's order form.

12. Notices

- 12.1. Any notices required to be served by ActEd under these Terms will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address, notified by you to ActEd, at ActEd's discretion.
- 12.2. Any notices required to be served on ActEd by you will be deemed properly served if sent to the address set out at the end of these terms.

13. Limitation of Liability

- 13.1. The exclusions and limitations of liability contained in these Terms do not apply to a party's liability: (i) for fraud or willful default; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.
- 13.2. Except as set out in these Terms, ActEd shall not be responsible for losses that result from its failure to comply with these Terms including, but not limited to, losses that fall into the following categories:
 - 13.2.1. indirect or consequential losses;
 - 13.2.2. loss of income or revenue;
 - 13.2.3. loss of business;
 - 13.2.4. loss of anticipated savings; or
 - 13.2.5. loss or corruption of data.
- 13.3. ActEd is not responsible to you for any data that you lose as a result of accessing the Online Study Materials. It is your responsibility to ensure that you regularly save and back up all data which you hold on the computer from which you are accessing the Online Study Materials.
- 13.4. Save as otherwise set out in this section "Limitation of liability", ActEd's maximum aggregate liability to you for any claims that you may have against ActEd for direct loss in contract, tort or otherwise arising out of or in connection with these Terms, your use of the Study Materials and any technical support shall be limited to the amount of the Fee which has been paid, or is payable, by you or on your behalf.
- 13.5. ActEd will not be held responsible for any delay or failure to comply with its obligations under these conditions if the delay or failure arises from any cause which is beyond its reasonable control. This condition does not affect your statutory rights.
- 13.6. Each provision in this Clause 9 shall be construed separately as between you and ActEd. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

14. Warranty

- 14.1. ActEd expects you to take reasonable care to verify that the Study Material in question will meet your needs. ActEd does not make any commitment to you that you will obtain any particular result from your use of the Study Materials.
- 14.2. ActEd does not make any representation, guarantee or commitment to you that the Study Materials will be error free.
- 14.3. ActEd does not make any commitment that the Study Materials will be compatible with or operate with your software or hardware.
- 14.4. All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible by law.

15. Data Protection

- 15.1. ActEd will process the information it receives from you or otherwise holds about you in accordance with these Terms and its [privacy policy](#). You consent to the use by

ActEd of such information in accordance with these Terms and ActEd's privacy policy. ActEd will use such information including but not limited to:

- perform its obligations and enforce its rights under these Terms;
- contact you by email, telephone or post to inform you about other products or services which may be of interest to you;
- inform you of feedback and test results; and
- communicate with your employer regarding your progress, results and attendance, unless you request otherwise when you place an order;
- ActEd may share your information with its agents and service providers for these purposes.

15.2. Unless you contact us to request otherwise, you agree that ActEd may share the information you provide with other members of the BPP group of companies, who may contact you by email, telephone or post to inform you about other products or services which may be of interest to you. Some members of the BPP group of companies are located outside the European Economic Area in countries providing a lower standard of data protection.

15.3. You have the right to receive details of the personal information held by ActEd. You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

15.4. In the event that you do not wish to receive correspondence from ActEd or any member of the BPP group of companies, a written request or email should be sent to the contact details set out at the end of these Terms.

16. Validity

16.1. If any provision of this Agreement is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent.

17. Disclaimer

17.1. The Study Materials are for educational purposes only. ActEd will not accept any responsibility to any party for the use of these Study Materials for any purpose other than for educational purposes, including but not limited to the giving of advice by you to any third party.

18. Jurisdiction

18.1. This Agreement shall be governed by the laws of England & Wales. The parties to this Agreement irrevocably submit to the exclusive jurisdiction of the English Courts for the determination of disputes arising under this Agreement.

19. General

19.1. ActEd may update or amend these Terms from time to time to comply with law or to meet its changing business requirements without notice to you. Any updates or amendments will be posted on our website.

19.2. These Terms supersede any other terms and conditions previously published by us and any other representations or statements made by us to you, whether oral, written or otherwise.

19.3. You may not assign or sub-contract any of your rights or obligations under these Terms to any third party unless we agree in writing.

19.4. ActEd may assign, transfer or sub-contract any of its rights or obligations under these Terms to any third party at its discretion.

- 19.5. No relaxation or delay by ActEd in exercising any right or remedy under these Terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by ActEd in writing.
- 19.6. If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms shall remain in full force and effect.
- 19.7. The agreement between you and ActEd which is set out in these Terms is not intended to be for the benefit of any third party, and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 19.8. ActEd's Complaints Procedure can be found [here](#).

20. Contact Details

Telephone:	01235 550005
Fax:	01235 550085
Email:	ActEd@bpp.com
Post:	ActEd McTimoney House 1 Kimber Road Abingdon OX14 1BZ

ActEd Cancellation Form

To: ActEd McTimoney House, 1 Kimber Road, Abingdon, OX14 1BZ ActEd@bpp.com
Fax: +44 (0) 1235 550085

I hereby give notice that I cancel my:
Supply of the following product/service:

.....
[ordered on][received on]*:

.....
Name of consumer:

.....
Address of consumer:

.....
Signature of consumer(s) (only if this form is notified on paper):

.....
Date:

.....

*Delete as appropriate
Please return this form using one of the above methods.