

# ICSA BOOKING FORM

## Guernsey

PERSONAL DETAILS (CUSTOMER)		AUTHORISATION TO INVOICE EMPLOYER (IF APPLICABLE)	
Title	Date of Birth	Employer Name	
First Name		Employer Billing Address	
Last Name			
Home Address		Town/City	Post code
		Authorising Manager:	
		Name	Job Title
		Work Email	Work Tel
		Order Number	
Town/City	Post Code	PO Number	
Preferred Tel		Employer Accounts Department (if applicable)	
		Accounts Tel	
		Accounts Email	
Email			
ICSA Student No			
If employer funded:			
*Please read the Terms and Conditions and Privacy Notice below before signing this form. By signing this form you acknowledge and agree to be bound by the Terms and Conditions and Privacy Notice.			
Signature*		Authorising Signature*	
Parent's signature* (if individual is under 18)			
Please circle as applicable:		Self funded	Employer funded
If employer funded:			
Student feedback and exam results to be sent to:		Name:	
		Email:	

Do you have any special needs/disability that may affect you in the event of a building evacuation whilst you are on BPP premises? **Yes** **No**

If yes, please arrive for the start of the first day of your course 15 minutes early to allow for the local site Health & Safety Officer to complete the necessary evacuation procedure and assessments with you.

### Terms and Conditions

By signing this form you (and your authorising employer if applicable) acknowledge that you have read and agree to be bound by the Terms & Conditions attached to this form.

### Privacy Notice

BPP will use the information provided in this form in order to register you for and deliver the course you have selected. Please be aware that, where you are employer funded, BPP will share information relating to you, including feedback and exam results with your employer. Further BPP need to release your name and registration number to ICSA, who will in turn release your results to BPP. If you do not want BPP to receive your results, please tick the relevant box below.

Additionally, you can choose to receive marketing information relevant to the course you are interested in. Please use the checkboxes below to let us know if you are happy to receive these communications. You can opt out of marketing at any time, either by calling us or visiting the Preference Centre or clicking the Unsubscribe link on future emails. We will not share your marketing information outside of the BPP Professional Education Group.

I am happy to receive marketing information from BPP ☐

I do not wish to receive marketing information from BPP ☐

I do not wish for my results to be released to BPP ☐

For further information explaining how we use your information, please see our Privacy Policy at <http://www.bpp.com/privacy>. By submitting this form, you agree that you have read and accepted our Privacy Policy.

**IMPORTANT – it is the student’s responsibility to register with ICSA and to register online for the paper based exams by the deadlines published by ICSA**

**COURSE DETAILS**

Course/Qualification, Level & Paper e.g.: ICSA – Level 4 – Core	Exam Sitting	Study Option (e.g. Full ISP, online, evening, revision)	Start date	Price

**PAYMENT DETAILS**

BY CHEQUE ☐

Please enclose cheque made payable to **BPP (CI) Limited**

If paying by card, please call 01481 266176 where a member of the team will be happy to help.

Email: [guernseyenquiries@bpp.com](mailto:guernseyenquiries@bpp.com) Tel: 01481 266176

## BOOKING FORM

### GUERNSEY TERMS & CONDITIONS

#### Definitions

**Agreement:** the Booking Form and these Terms and Conditions.

**Booking Form:** the booking form attached to these Terms and Conditions.

**BPP:** together BPP (CI) Limited and BPP Learning Media Limited.

**Course(s):** the course or courses identified in the Booking Form.

**Data Protection Legislation:** the (i) Data Protection (Bailiwick of Guernsey) Law, 2017; (ii) General Data Protection Regulation ((EU) 2016/679) (both as amended or updated from time to time); and (iii) any successor legislation applicable in Guernsey.

**Fees:** the fees payable by the Customer or Customer Employer as set out in the Booking Form for any Course or study materials.

**Customer:** the individual identified on the Booking Form as the "Customer".

**Employer:** the employer of a Customer, as identified in the Booking Form, who has agreed to pay the Fees.

#### 1. PARTIES AND APPLICATION

1.1 Under and subject to this Agreement, tuition on the Course shall be provided by BPP (CI) Limited ("BPP CI") and study materials shall be supplied by BPP Learning Media Limited ("BPP LM").

1.2 Where an Employer is sponsoring the Fees for the tuition and/or study materials (as applicable), BPP CI will not be obliged to supply tuition and BPP LM shall not be obliged to supply study materials until such time as that Employer has agreed to such sponsorship by signing the Booking Form from the Customer to BPP CI (for itself and/or as authorised agent on behalf of BPP LM (as applicable)).

1.3 By applying for tuition and/or ordering study materials, the Customer agrees to be bound by this Agreement.

1.4 By completing and signing the authorisation to invoice an employer in the Booking Form, the Employer agrees to be bound by the terms of this Agreement where applicable.

#### 2. PAYMENT TERMS

2.1 Full payment of the Fees or authorisation to invoice an Employer, must accompany the Booking Form.

2.2 Full payment of the Fees or authorisation to invoice an Employer is required when any study materials are ordered and prior to any materials being despatched.

2.3 Full payment of the Fees or authorisation to invoice an Employer for any online study tool is required when ordered and prior to any log on details being supplied.

2.4 BPP CI acts as agent for BPP LM in collecting payments for any study materials supplied under this Agreement.

2.5 Where BPP CI has received authorisation to invoice an Employer the following terms apply to the Employer:

- Full payment is due within 30 days from the date of the invoice.
- Payment is due immediately if booking is made less than 30 days before the applicable Course start date.
- If BPP CI fails to receive full payment of the Fees by the Course start date the Customer may be refused entry to the Course.
- BPP CI reserves the right (for itself and/or as authorised agent on behalf of BPP LM (as applicable)) to:
  - charge late payment interest on any outstanding Fees, at a rate of 8% above the Bank of England base rate; and
  - recover any reasonable debt collection costs in connection with this Agreement.
- The Employer is liable for all unpaid Fees.

#### 3. STUDY MATERIALS

3.1 All study materials, including but not limited to Distance Learning

Materials, CD Rom, iLearn CD Rom, i-Pass CD Rom, Audio Success CD, Revision/Assessment/Tool Kit, MCQ Cards, Passcards, Question Banks, Review Exercises, Mock Exams (papers and suggested solutions), Online Tests, Online Tutorials, Online Downloads and Study Texts are supplied to the Customer by BPP LM.

3.2 Unless Clause 4.2 applies, BPP LM will despatch study materials on receipt of full payment of the Fees or authorisation to invoice an Employer in accordance with the following delivery guidelines:

- UK: delivery within approximately 5-7 working days of despatch; • Europe: delivery within approximately 6-8 working days of despatch; and • Rest of the world: delivery within approximately 10-12 working days of despatch.

3.3 BPP LM will refund the cost of study materials (less postage and packaging) if returned by the Customer to: BPP Learning Media Ltd, 17 Fairway Drive, Greenford, Middlesex, UB6 8PW within 14 days of receipt in a re-saleable condition (for CDs this means with the security seal intact). Proof of postage must be obtained by the Customer and produced in the event of any query.

3.4 BPP CI (as authorised agent for and on behalf of BPP LM) must be notified of any queries, complaints or short deliveries within 14 days of receipt of study materials.

#### 4. CLASSROOM COURSES

4.1 Customers must bring the relevant Course joining instructions to all sessions of the Course. Failure to bring joining instructions may lead to Customers being refused entry to the Course.

4.2 Customers attending a classroom Course will be provided with study materials by BPP CI (as authorised agent for and on behalf of BPP LM) on the first day of the Course.

4.3 BPP CI reserves the right to cancel, reschedule, or change the location of a Course, if in the opinion of BPP CI, such an action is necessary. BPP CI will notify the Customer as soon as the change is made. In such circumstances, the Customer has the option to reschedule the Course, apply the Fees to another Course (subject to the approval of the Employer where applicable), or to receive (or the Employer receive where applicable) a refund or credit note for the Fees paid.

4.4 Subject to availability, provided full payment has been received, and BPP CI is informed at least 14 working days prior to the Course start date, it may be possible to transfer to an alternative course date, for which a course transfer fee of £25 will be charged. Such transfer may also give rise to an additional charge by BPP LM for replacement study materials.

4.5 Under no circumstances are Courses or study materials transferable.

4.6 Customers may cancel a classroom Course provided that at least 14 days' notice is given to BPP CI prior to the start date of the Course and a refund of the Fees will be given (less a deduction for study materials and a cancellation fee of £100). For cancellations notified less than 14 days prior to the start date of the Course, no refunds will be given.

#### 5. DISTANCE LEARNING/HOME STUDY COURSES

Distance learning Customers can upgrade to an appropriate classroom Course and will be invoiced for the balance of the Fee over and above the price of the distance learning Course using the classroom Course prices in force at the time of upgrade. There may also be an additional charge for replacement study materials.

#### 6. PASS ASSURANCE SCHEME

For Pass Assurance Scheme rules, please contact BPP on 01481 266176 or email [guernseyinfo@bpp.com](mailto:guernseyinfo@bpp.com)

## **7. INTELLECTUAL PROPERTY**

7.1 BPP LM grants the Customer a non-transferable, non-exclusive licence to use BPP LM's products supplied to that Customer (including information, training material content, software and data) under the terms of this Agreement.

7.2 The licence in clause 7.1 automatically terminates upon termination of this Agreement for whatever reason.

7.3 The Customer warrants that they shall only use BPP LM's products for their own educational purposes and shall not, without BPP LM's prior written consent, copy, make available, retransmit, reproduce, sell, disseminate, licence, distribute, publish, broadcast or otherwise circulate BPP LM's products (or any part of them) to any person other than in accordance with this Agreement.

7.4 The Customer shall fully indemnify BPP LM in respect of any infringement of any intellectual property rights arising as a result of their use of BPP LM's products in breach of this Agreement.

## **8. CHANGE OF ADDRESS OR OTHER CONTACT DETAILS**

Each Customer must notify BPP CI Limited in writing of any change in their contact details or employment details, including the email address specified on the Booking Form.

## **9. SECURITY**

Personal possessions are the sole responsibility of the Customer and BPP does not accept any responsibility for anything that is lost or stolen from its premises. Customers are advised to keep valuables with them at all times.

## **10. NOTICES**

Any notices required to be served BPP under this Agreement will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address (at BPP's discretion) provided by the Customer on the Booking Form.

## **11. LIMITATION OF LIABILITY**

11.1 The liability of BPP for direct losses arising out of their negligence (other than in respect of liability for death or personal injury), breach of contract or any other cause of action arising out of or in connection with this Agreement shall be limited to the cash receipts from the Customer (or Employer) for the Fees.

11.2 BPP shall not be liable for any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.

## **12. WARRANTY**

12.1 BPP LM warrants that study materials will be of satisfactory quality but does not warrant that study materials will be error free.

12.2 BPP CI warrants that it will perform any services under this Agreement with reasonable skill and care.

12.3 These warranties are provided in lieu of all other warranties express or implied which are hereby excluded to the fullest extent permitted by law.

## **13. DATA PROTECTION**

13.1 The Customer (and the Employer where applicable) agree that, BPP may process their personal data in order to perform its obligations and enforce its rights under this Agreement, and in accordance the Data Protection Legislation and its Privacy Policy (available at [www.bpp.com/privacy](http://www.bpp.com/privacy)).

## **14. VALIDITY**

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.

## **15. GOVERNING LAW AND JURISDICTION**

This Agreement and any non-contractual matters arising out of it shall be governed by the laws of Jersey. The parties to this Agreement irrevocably submit to the exclusive jurisdiction of the Jersey Courts for the determination of disputes arising out of and/or under this Agreement.

## **16. DISCOUNTS**

In the event that several discounts may apply to a Course the Customer shall be entitled only to one discount, at its discretion. In the event of any inconsistency between the Terms and Conditions on BPP's website and those contained in this Agreement, this Agreement shall take precedence.

*May 2018*