

MET

Distance learning Terms and conditions

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1. Definitions

In this terms and conditions document unless otherwise stated:

1. "The MET" means Greater Brighton Metropolitan College;
2. "Distance Learning Package" shall mean the course(s) identified, all related Materials and support, where applicable; "Materials" means the learning materials and books for the The MET Course or any part of them;
3. "Services" means the support and tuition relating to the chosen The MET Course, as described on the website;
4. "Support Period" is eight weeks unless stated otherwise in your course information;
5. "Price" means the price of the Materials, Tutor Support Services, Student Registration and Certification Fees, including postage and packing;

Singular words shall include the plural and vice versa; and headings are included for convenience only and shall not affect the construction or interpretation of these terms and conditions.

2. Payments

1. We agree to sell and you agree to buy the Distance Learning Package for the Total Cost/Cash Price and on the terms set out in this document.
2. The Price is payable prior to the delivery of the Materials by your chosen method, either by credit or debit card.
3. The price payable includes all materials, full support, Awarding Body registration and certification fees. In the event that the purchaser does not engage with the learning process via their tutor within two weeks from supply or fails to complete their payment plan, then access to the system will be blocked and the relevant non-compliance fee may be applied.
4. Under no circumstances shall we be deemed to have received payment until payment has actually been received by us in full.
5. We reserve the right from time to time to change the amount of the cost of the course. The current price for any given course will be displayed on the website.

3. Delivery and Care of the Materials

1. We will release all the Materials to you in one despatch usually within five working days of receiving your "Confirmation of Agreement to Start" and any payment due from you.
2. Materials will be released online or sent by post or courier to the address you have given us.
3. You will inspect the Materials upon delivery and will inform us immediately if there are any damages or omissions.
4. You will be deemed to have accepted the Materials if you do not notify us within seven days after delivery.
5. Risk of damage or loss in the Materials will pass to you upon delivery.

4. Services

1. During the Support Period, you will be provided with support and tuition as set out on the website or materials.
2. If requested, we may at our sole discretion, extend the Support Period which may incur an agreed fee.
3. A copy of student coursework is required for audit purposes and unless we receive a written request to the contrary, written course work submitted for marking will not be returned and is sent entirely at the responsibility of the student. Students are advised to keep copies of all work submitted to The MET via post or online.
4. The MET works with a number of Awarding Organisations (AOs) and reserves the right to arrange learner certification through alternative AOs other than those advertised should the need arise due to operational requirements.

5. Warranties and Limitation of Liability

1. We warrant that the Materials will be of satisfactory quality but do not warrant that the Materials will be error free.
2. We warrant that we will perform any services provided hereunder with reasonable skill and care.
3. Other than in respect of liability for death or personal injury arising from our negligence, we shall not be liable for: (a) losses that were not foreseeable to both parties when this Agreement was made; (b) losses that were not caused by any breach on our part; or (c) business losses and/or losses to non-consumers.
4. Our liability for direct losses arising out of our 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 total price paid for the Distance Learning Package as quoted.
5. Other than in respect of liability for death or personal injury arising from our negligence, we shall not be liable for any indirect or consequential loss or damage whatsoever (including without limitation any loss of profits, loss of revenue, loss of opportunity or your liabilities to third parties) which you may suffer arising out of or in connection with this Agreement.

6. Other Terms

1. No relaxation or indulgence which we may extend to you shall affect our rights under these Terms and Conditions.
2. If any part of these Terms and Conditions is held to be unenforceable by a Court of Law the remaining terms and conditions shall continue in force.
3. All liabilities or obligations arising under these Terms and Conditions shall be enforceable against you after termination of this Agreement.
4. You will notify us immediately, in writing, of any change in the address specified. Any notices required to be served under these Terms and Conditions will be deemed properly served if sent by way of prepaid post to your last known address.
5. If your address is in Scotland then the laws of Scotland will apply to these Terms and Conditions, otherwise the laws of England and Wales will apply Scottish law applicable to full cost learners.
6. Special Offers – The MET have the right to cancel any order that does not comply with special offer terms regardless of discount codes used at checkout.

7. Cancellation

1. Under the Consumer Protection (Distance Selling) Regulations 2000 you have a right to cancel this Agreement. Provided the Goods remain unopened and unused the Buyer has the right to cancel the Contract within fourteen Working Days of having received the Goods. If you want to cancel then you must write to us at Northbrook MET, 17 Liverpool Gardens, Worthing, West Sussex, BN11 1RY or email us at business.solutions@gbmc.ac.uk.
2. The buyer has the right to cancel an order within fourteen days of having received the goods.
3. If you cancel you must return the Materials to us and must take good care of them until you do so. Upon receipt of returned materials at The MET and on condition they have not been damaged or marked in any way, you will receive a full refund less a £30 administration fee.
4. The buyer must pay for any costs associated with the return of goods.

8. Data Protection

Please see Data Protection Information contained within your Enrolment Form or <https://www.gbmc.ac.uk/about-the-met/college-policies>.

9. Complaints

We want to ensure that you have the best learning experience. If you feel the need to make a complaint, in the first instance, please contact your tutor. If you feel your complaint has not been addressed to your satisfaction, please refer to our Complaints Policy <https://www.gbmc.ac.uk/contact/feedback-and-complaints>.

If your complaint is related to your assessment of learning and your tutor cannot resolve the issue, you may wish to contact The MET Internal Quality Assurance staff member (IOA), who ensures the assessment process is fair. You may also contact the Awarding Body.

10. Use of the The MET Learning Website

Your use of the Web Pages located within <https://www.e-assessor.co.uk/> ("Website") is subject to the terms set out below ("Terms"). These Terms apply only to this Website and not to any other website. Your use of any pages on the Website will constitute your agreement to comply with these Terms. We may amend the Terms at any time by posting the amended Terms on this site.

Terms of Use

The MET online grants you a limited license to access and make personal use of the Website, subject to the Terms. You may not reproduce, duplicate, copy, download, sell, resell, or otherwise exploit for any commercial purpose the Website. You may not frame or utilise framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout and form) of the website and/or its affiliates or licensors. You may not use any meta tags or any other "hidden text" utilising the website's name or Marks. Any unauthorized use terminates the license granted by The MET.

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Learning Materials

All study Materials provided are intended for individual personal use and are protected under English and International copyright laws and conventions and may not be published, copied, sold, or otherwise reproduced or distributed.

If you would like to talk to someone by telephone about your course, please call our Customer Service Team on 01903 273 732 (09:00-17:00, Monday-Friday).