

Professional Legal Training Skills Courses and Assessments - Delegate Terms and Conditions

These are the terms and conditions (these "Terms") on which all professional legal training courses and assessments will be provided to delegates by College of Law Services Limited, a company registered in England with company no. 07933854 and whose registered office is at 2 Bunhill Row, Moorgate, London England EC1Y 8HQ ("COLS"). COLS is part of The University of Law Limited ("Ulaw") group of companies.

The professional legal training courses and assessments available from COLS will include (but are not limited to) the professional skills course modules and assessments listed at <https://www.law.ac.uk/study/legal-training/professional-skills-course/>, the ACTAPS, Higher Rights of Audience course and assessment and any other professional legal services that may be offered as a professional skills training course and/ or assessments (referred to collectively as "Professional Legal Training" in these Terms).

Please read these Terms carefully before either completing the online booking process for your chosen Professional Legal Training or submitting a paper booking form to us. By proceeding to complete a booking for Professional Legal Training through us (whether online or using a paper booking form), you agree to accept and be bound by these Terms.

Your acceptance of these Terms has cost implications and creates financial commitments.

Your attention is drawn in particular to paragraphs 2, 3, 4, 5, 6 and 7.

1. COLS' contract with you

1.1. You may purchase Professional Legal Training services with us in two ways:

1.1.1. you may purchase a package of Professional Legal Training courses and or assessments online (where available) or by a paper booking form. This will enable you to purchase an entire programme with flexibility to choose your own course dates; or

1.1.2. you may purchase individual courses online (where available) or by a paper booking form.

1.2. To book a place for Professional Legal Training you must either:

1.2.1. select and purchase online via our booking system at <https://www.law.ac.uk/events/book-professional-legal-training/> ("**Online Booking System**") (but please note this method is not available for all programmes); or

1.2.2. complete a paper copy of the relevant booking form ("**Booking Form**") available at <https://www.law.ac.uk/events/book-professional-legal-training/> and email this to the relevant email address specified in the Booking Form. For ACTAPS and where specifically stated for other courses, you may only use this booking method.

Both methods enable you to either purchase Professional Legal Training individually or more than one course or assessment in a package.

1.3. To acknowledge your booking made either by the Online Booking System or Booking Form, COLS will send you an email confirmation ("**Purchase Confirmation**"). Your contract with

COLS (which is based on these Terms) and any applicable Cooling Off Period (as described in paragraph 5 of these Terms) will start on the date the Purchase Confirmation is sent to you.

1.4. It is your responsibility to ensure that you have:

1.4.1. checked the suitability of the Professional Legal Training for your needs before booking with COLS;

1.4.2. ensured that the details you have provided to us (including any contact details) either in the Online Booking System or in your Booking Form are accurate; and

1.4.3. where you email a Booking Form to COLS, emailed it to the correct address as specified in the Booking Form.

1.5. Where you have purchased your Professional Legal Training using:

1.5.1. **the Online Booking System:** you will receive an automated Purchase Confirmation at the email address you submitted in the Online Booking System; or

1.5.2. **Booking Form:** COLS will, within 24 hours of receiving your Booking Form, send you a Purchase Confirmation using the email address you have provided in your Booking Form.

1.6. If COLS is unable to run or cancels any Professional Legal Training you purchase for the reasons listed in paragraphs 7.1.4 or 7.1.5 you will be notified at the earliest opportunity and COLS will provide you with an alternative date where possible. Please refer to paragraph 7.3 which sets out what refund you may be entitled to receive if the alternative date is not suitable for you and you wish to cancel.

2. **Complying with University of Law Policies**

2.1. **Policies:** By booking a place for any Professional Legal Training you accept and agree to be bound by and comply with:

2.1.1. all policies available here: <https://www.law.ac.uk/policies/>. Please note that these policies are updated from time to time and it is your responsibility to check our website for any such updates. These policies include (but are not limited to) those concerning: Accessibility, Data Protection (including the Data Protection Declaration), Data Retention, Disability Support, and Diversity;

2.1.2. all rules and regulations relating to your Professional Legal Training including (without limitation) any relevant attendance and disciplinary rules, IT, exam rules, assessment regulations and appeals;

2.1.3. COLS' own academic, language and other eligibility requirements for your Professional Legal Training; and

2.1.4. any disability support agreements applicable to your Professional Legal Training.

2.2. If you are attending any Professional Legal Training in person at COLS' premises, you will need to comply with the health and safety policies (which we will provide to you) and any reasonable instructions of campus staff (including any security staff) whilst you are at the premises.

- 2.3. COLS will take all reasonable steps to cater for any accessibility or learning requirements you may have for the Professional Legal Training you have booked. You must notify COLS of any such requirements either through our Online Booking System or by emailing COLS at pdpublic@law.ac.uk (quoting your booking reference and specifying your exact requirements). COLS requires as much notice as possible of any such accessibility requirements in order for there to be sufficient time to make any necessary adjustments for you. COLS cannot guarantee availability of support at short notice. If you have not told COLS about your specific requirements or do not give COLS sufficient notice, COLS may not be able to implement your support needs according to your accessibility requirements at the start of your Professional Legal Training.

3. Professional Legal Training Specific Requirements

- 3.1. Some Professional Legal Training may require you to meet eligibility criteria prior to being able to participate in them. Where this is the case, COLS will either indicate this to you in correspondence or it will be included in the Course or Assessment information set out in the Online Booking System where you book online, or otherwise, in your Booking Form for the relevant Professional Legal Training (“**Eligibility Requirements**”). For further information regarding Eligibility Requirements please see our website www.law.ac.uk or contact pdpublic@law.ac.uk.
- 3.2. The Eligibility Requirements may include requirements of any regulatory or validating body for your Professional Legal Training including (but not limited to): obtaining certain memberships prior to taking your Professional Legal Training, compliance with certain ‘character and suitability’ requirements and disclosure of past criminal convictions.
- 3.3. It is your responsibility to make sure you meet any Eligibility Requirements for your chosen Professional Legal Training before you start. You may be required to provide evidence to COLS that you have met those Eligibility Requirements. Where COLS reasonably believes that you do not meet the Eligibility Requirements, COLS may cancel your place on the Professional Legal Training booked with COLS.
- 3.4. Please note that the Solicitors Regulation Authority have stipulated that only admitted solicitors may attempt the criminal or civil Higher Rights of Audience Qualification, effective from 1 April 2021. Please be aware that you will be required to provide evidence of your admission to demonstrate that you meet the Eligibility Requirements for Higher Rights of Audience assessments.

4. Professional Legal Training fees

- 4.1. **Professional Legal Training fees include:** tuition, interactive learning resources, course materials and where relevant (with the exception of Higher Rights assessment fees) first attempt examination or assessment fees sat online or on campus in England (but not including any fees for sitting exams at campuses managed by other educational institutions from which your Professional Legal Training may be offered).
- 4.2. **Professional Legal Training fees exclude:** reassessments, (where applicable) first attempt examination or assessment fees for exams sat at campuses managed by other educational institutions, Higher Rights assessment fees, accommodation, travel and lunch.
- 4.3. Current fees for your Professional Legal Training will be those as set out in the Online Booking System or in your paper Booking Form. COLS reviews its fees regularly, taking into account

UK inflation rates and other costs. COLS reserves the right to change the Professional Legal Training fees from time to time.

- 4.4. Where you have applied for your Professional Legal Training either through the Online Booking System or a Booking Form COLS will send you an invoice for the relevant Professional Legal Training fee within 30 days of your Purchase Confirmation. You must pay the relevant Professional Legal Training fees within 30 days of the date specified in your invoice. Payments should be made using the methods stated in the invoice.
- 4.5. Late payment may lead to cancellation of your place for your Professional Legal Training by COLS.
- 4.6. If you have financial sponsorship and, for any reason, you are required to pay the invoice, you should make payment for the invoiced amount and then claim the amount from your sponsor.
- 4.7. Please note that even if someone other than you makes any payment, or agrees to make any payment on your behalf, you remain responsible for full payment of the relevant Professional Legal Training fees until COLS has received such fees in cleared funds. Any rights COLS may have against the payer are not affected.
- 4.8. In the event that you need to take a reassessment for any part of your Professional Legal Training you must pay the prescribed fee on registration for the reassessment.
- 4.9. If you do not pay any fees or reassessment fees in accordance with these Terms, COLS reserves the right to cancel your place on your Professional Legal Training, and where relevant exclude you from any assessment or reassessment, leave your assessment or reassessment unmarked, or withhold assessment or reassessment results and materials for your course.
- 4.10. Please note that if you are member of the Alumni network, you may be entitled to a 10% discount on fees for your booking of specific Professional Legal Training (the “**Alumni Discount**”). The Booking Form will specify if the Alumni Discount applies to your booking.
- 4.11. To notify the University that you confirm that you are a member of the Alumni network and wish to receive the Alumni Discount you must tick the relevant box in the Booking Form.

5. Statutory Cancellation rights

Your statutory right to cancel your place after booking your Professional Legal Training.

- 5.1. You have a statutory right to cancel this contract with COLS within **14 calendar days** of the date that your contract with COLS begins (which is the date described in paragraph 1.3). This is known as your ‘**Cooling Off Period**’.
- 5.2. You do not need to give COLS any reasons for cancelling your contract. Where you cancel your contract, this will cancel the place you have booked with COLS on the relevant Professional Legal Training and you will no longer be able to attend the cancelled Professional Legal Training.
- 5.3. This statutory right is available to you under the United Kingdom’s Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

- 5.4. Please note that you may have other rights to end your contract with COLS and cancel your place on any Professional Legal Training outside of the Cooling Off Period. These additional rights and details on how you can exercise them are set out in paragraph 6 of these Terms.

How to Cancel during the Cooling Off Period

- 5.5. To exercise your right to cancel your place within the Cooling Off Period you need to make a clear statement to us that you wish to cancel. You or your sponsors can let us know that you wish to cancel during the Cooling Off Period by sending a clear statement by email to pdpublic@law.ac.uk or for ACTAPS courses to ACTAPS@law.ac.uk.
- 5.6. If you need help making your statement clear, you may also fill out COLS' model cancellation form [here](#) but it is not obligatory to do so. If you wish to use this form, you may return it to us by email to pdpublic@law.ac.uk or for ACTAPS courses to ACTAPS@law.ac.uk. You may request a model cancellation form by email from pdpublic@law.ac.uk or ACTAPS@law.ac.uk for ACTAPS courses.
- 5.7. The date on which we receive your request to cancel your contract with us will be the date of cancellation. If you cancel by email, we will send an acknowledgement email for your cancellation request by email within 14 days of receiving your request to cancel.

Refunds during the Cooling Off Period

If your Professional Legal Training has *not* yet started:

- 5.8. If you tell us you want to cancel within the Cooling Off Period and your Professional Legal Training has not yet started, we will refund to you in full any part of the Professional Legal Training fees that you have already paid.
- 5.9. You will not be responsible for paying any further sums to us.

If your Professional Legal Training has *already* started:

- 5.10. If you tell us you want to cancel within the Cooling Off Period but:
- 5.10.1. after your Professional Legal Training has already taken place, you will be liable to pay the full fees and will not be entitled to any refund; or
 - 5.10.2. any part of your booked Professional Legal Training has already started (but is not yet finished), you will be liable to pay a proportionate amount of your fees commensurate with your attendance on any Professional Legal Training you booked and any materials you have already received, up until the time that you tell us that you wish to cancel. COLS will provide you with a breakdown of how a refund (if any) is calculated and there is no right to appeal your refund amount. This will only apply if you have booked a number of courses as a 'package'. You may only receive a refund for any courses you have not attended.
- 5.11. Except as we have explained above, you will not be responsible for paying any further sums to us.

How we will refund you if you cancel within the Cooling Off Period

- 5.12. Where we need to refund any payments (in full or in part) that you have already made to us, we will do that using the same means of payment as you used to pay us.

6. Bringing your contract to an end and cancelling a place on any Professional Legal Training outside of the Cooling Off Period

6.1. To bring your contract with COLS to an end and cancel your place on your Professional Legal Training outside of the Cooling Off Period:

6.1.1 you (or your sponsors) must send an email to pdpublic@law.ac.uk; or,

6.1.2 for ACTAPS courses, you or your sponsors must send an email to ACTAPS@law.ac.uk.

6.2. Please note that you can only end your contract with COLS and cancel your place on your Professional Legal Training by emailing COLS as explained in paragraph 6.1. You cannot end the contract or cancel your place on your Professional Legal Training by telephone, post or otherwise.

Refunds where you cancel outside of the Cooling Off Period

6.3. Where you end your contract with COLS outside of the Cooling Off Period, you may be liable in full for your Professional Legal Training fees. The extent of your fee liability will vary depending on the Cancellation date.

6.4. You may not be guaranteed a refund for any fees you have already paid to COLS. Whether or not you may be entitled to any refund of those fees depends on the date on which you tell COLS that you wish to end the contract as follows:

Date on which you end the contract	Amount of refund
You cancel on or before the end of your Cooling Off Period and your Professional Legal Training has not yet started.	Any fees you have paid for any booked Professional Legal Training will be refunded.
You cancel on or before the end of the Cooling Off Period but some or all of your booked Professional Legal Training has taken place.	You may receive a partial refund which will be commensurate with how much of the Professional Legal Training you have attended, how much has already taken place, any materials you have received and any other costs COLS has incurred that are associated with your Professional Legal Training. (COLS will provide you with a breakdown of how the refund (if any) is calculated.)
You cancel after the end of the Cooling Off Period but within the 5 week period before the start date of the Professional Legal Training booked.	You may receive a partial refund which will be commensurate with how much of the Professional Legal Training you have attended, how much has already taken place, any materials you have received and any other costs COLS has incurred that are

	<p>associated with your Professional Legal Training.</p> <p>(COLS will provide you with a breakdown of how the refund (if any) is calculated.)</p> <p>Higher Rights Assessments only: The University will deduct from your refund any administrative and other costs incurred by COLS that are associated with a Higher Rights Assessment. This may include for example any materials or other assessment related costs.</p>
<p>You cancel at any time after the end of the Cooling Off Period and after the 5 week period (before the start date of the Professional Legal Training booked) mentioned above.</p>	<p>You will not be entitled to any refund.</p>

6.5. In the event that you do not attend any Professional Legal Training that you have booked, and cannot provide evidence of cancellation, you will be responsible for your fees in accordance with these Terms. You are not entitled to a refund and/or to transfer fees paid for any Professional Legal Training that you have booked and not attended, for whatever reason.

6.6. The date on which you end your contract will be the date on which you (or your sponsor) emails COLS in accordance with paragraph 6.1 to tell us that you wish to bring the contract to an end. We will send an acknowledgement email for your cancellation request by email within 14 days of receiving your request to cancel.

7. Cancellation by COLS

7.1 COLS reserves the right to bring your contract to an end and cancel your place on your Professional Legal Training for any of the following reasons:

7.1.1.if you have any outstanding debt owed to COLS in respect of any other COLS or ULaw courses;

7.1.2.if you have not met any Eligibility Requirements for your Professional Legal Training;

7.1.3.if you are found to have committed gross misconduct or found guilty of a serious criminal offence;

7.1.4.if there are not enough delegates confirmed on your Professional Legal Training;
and

7.1.5. if the running or continuation of your Professional Legal Training or assessment becomes unviable or practically impossible for COLS.

- 7.2. If COLS brings the contract to an end for something that you have done wrong (as listed in paragraphs 7.1.1 to 7.1.3) you will not automatically be entitled to a refund of any Professional Legal Training fees that you have already paid. Any refunds that are given will be at the discretion of COLS (who will act reasonably and consider all the circumstances in deciding whether or not to give you a refund).
- 7.3. If COLS is unable to run or cancels your Professional Legal Training for the reasons listed in paragraphs 7.1.4 or 7.1.5 above, an alternative date will be offered to you. If an alternative date is not available or you are unable to attend the Professional Legal Training on the alternative date offered, COLS will refund in full all the fees for the relevant cancelled Professional Legal Training that you have already paid. COLS cannot be held responsible for any remedy, damages or compensation beyond this.
- 7.4. **COLS is not responsible for delays outside of its control.** If the delivery of any Professional Legal Training is delayed by an event outside of COLS's control (including without limitation, acts of God or other natural disaster, epidemic or pandemic, terrorist attack riots, war, fire, explosion or accident, and interruption or failure of utility service) then COLS will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay, including offering where possible online delivery of any Professional Legal Training. Provided COLS does this it will not be liable for delays caused by the event. If there is a risk of substantial delay you may contact us at pdpublic@law.ac.uk or ACTAPS@law.ac.uk to end the contract and receive a refund for any products you have paid for but not received.

8. General

- 8.1. COLS will do all it reasonably can to deliver your Professional Legal Training in accordance with the description given on the ULaw website as at the Professional Legal Training start date. However, COLS may need to make changes to the Professional Legal Training which it considers to be necessary including:
- 8.1.1. to reflect changes to the theory in an area of research or practices around the subject or its delivery;
 - 8.1.2. as a result of a commissioning or accrediting body requiring certain content to be added to or changed within the Professional Legal Training; or
 - 8.1.3. if your educational experience would be or would be likely to be impaired if changes were not made to the Professional Legal Training.
- 8.2. Changes made by COLS may include changes to the content and structure of the Professional Legal Training as well as the location, dates, times and method of its delivery. Nevertheless, prior to making any changes to the Professional Legal Training which COLS reasonably believes would result in you receiving a substantially different Professional Legal Training or service from COLS to what you agreed to when accepting your place on your Professional Legal Training (a "**substantial change**"), COLS will notify you in writing.
- 8.3. If any change proposed by COLS would amount to a substantial change, you will be given the opportunity to:

- 8.3.1. transfer to different Professional Legal Training available within COLS (if relevant); or
- 8.3.2. cancel your place on your Professional Legal Training and end your contract with COLS without incurring any penalties. If you wish to do this, you must give COLS written notice within 14 days of being notified by COLS of a substantial change to your Professional Legal Training. Where you have told us you wish to cancel your place on your Professional Legal Training due to a substantial change, COLS will refund to you in full any Professional Legal Training fees already paid. COLS will not provide you with any other compensation.
- 8.4. These Terms are governed by English law and where necessary you can bring legal proceedings against COLS in the English courts.
- 8.5. COLS may transfer its rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.
- 8.6. Even if COLS delays in enforcing these Terms, COLS can still enforce them later. If COLS does not insist immediately that you do anything you are required to do under these Terms, or if COLS delays in taking steps against you if you break these Terms, it will not mean that you do not have to do those things or prevent COLS from taking steps against you at a later date.
- 8.7. Nobody else has any rights under this contract. This contract is between you and COLS. No other person shall have any rights to enforce any of its terms.
- 8.8. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 8.9. Your contract with COLS is made up of these Terms, your Booking Form (where applicable) and any other documents which we have expressly told you about in these Terms.
- 8.10. COLS may need to make changes to these Terms from time to time. COLS will notify you of the changes it makes to these Terms. If within 14 days of being notified by COLS of changes to the Terms, you tell us that you do not agree to those changes, you are entitled to bring your contract with COLS to an end and cancel your place on your Professional Legal Training without incurring any penalties. As long as your Professional Legal Training has not already taken place, COLS will refund to you any Professional Legal Training fees already paid in the amounts and manner described above. COLS will not provide you with any other compensation.

Please note: If you accepted your place on your Professional Legal Training prior to 20 September 2022 the above Terms will not apply to you. If you have not previously been sent your applicable terms and conditions you can obtain a copy by e-mailing pdpublic@law.ac.uk or for ACTAPS courses ACTAPS@law.ac.uk.