



**TRAINING / ACCOUNTANCY / CONSULTANCY**

## **TERMS AND CONDITIONS**

The following are terms and conditions for the sale of goods that will govern any contract for sale that we enter into with you. Please read these terms and conditions carefully. By entering into the contract you are acknowledging that you have read and understood these Terms and Conditions; in particular those relating to our warranties, limitation of liabilities, protection and use of your personal data and the manner in which we may make changes to these Terms and Conditions.

1 The use of this website to order goods is limited to parties that can lawfully enter into and form contracts under English law (for example minors are not permitted to order goods).

2 We reserve the right at our sole discretion to refuse to supply any goods to you.

3 We will treat each order for goods as an offer by you to purchase the goods subject to these Terms and Conditions. The procedure for making a binding contract between us is as follows:

3.1 Once you wish to purchase the goods from your shopping basket you can proceed to the next screen where we will ask for your payment details.

3.2 By completing and submitting the details you are offering to buy the goods subject to these Terms and Conditions.

3.3 We will then confirm whether your order is accepted. **IT IS ONLY WHEN YOU RECEIVE CONFIRMATION FROM US THAT YOUR ORDER IS ACCEPTED THAT WE HAVE A BINDING CONTRACT.**

4 We use your payment details in a privacy manner as it is applicable to personal data collected or used in connection with the goods.

5 All drawings, descriptive matter, specifications and advertising on our website are for the sole purpose of giving an approximate description of the goods. However, if you buy goods which have an unsuitable specification which was not apparent from our website, we will accept the return of the goods in good condition and refund any money paid for the goods.

6 We will endeavour to deliver goods within the times stated but goods are subject to availability and delay in delivery of goods is sometimes outside of our control. Any dates we specify for the delivery of the goods are approximate only and we shall not be liable for any losses, costs, damages, charges or expenses caused by any delay for delivery of the goods unless caused by our negligence.

7 Should delivery be delayed for more than 28 days you have the right to contact us and refuse to accept the goods. In this case we will refund any money paid by you for the goods.

8 As soon as we have delivered the goods you will be responsible for them. If you delay accepting a delivery, our responsibility for everything other than damage due to our negligence will end on the date the carrier tried to deliver the goods to you.

9 If goods arrive in a damaged condition you must inform us within 7 days. We will arrange collection of these goods and we will replace the goods at no charge or refund any money paid for the

goods. IF YOU DO NOT DO THIS WE SHALL HAVE NO LIABILITY FOR GOODS SAID TO BE DAMAGED ON DELIVERY. If the goods returned under this clause are found to be in full working order these will be returned to you and an additional administration fee of 10% of the price of the goods along with the cost of carriage will be charged to you.

10 The price for the goods will be as stipulated at the time when you place your order. We are entitled to make adjustments to the price to take account of any increase in our supplier's prices, or the imposition of any new taxes or duties, or if due to an error or omission the price published for the goods on our website is wrong. We will inform you of the correct price and give you an opportunity to cancel the order. If the goods have already been delivered, we will give you an opportunity to return the goods and receive a full refund of the price and any delivery charges you have paid for the goods.

11 All prices on our website are inclusive of VAT where chargeable and the prices of all AAS Training Ltd in house products are inclusive of delivery and insurance charges BUT THE PRICES ON OUR WEBSITE OF ALL OTHER GOODS ARE EXCLUSIVE OF DELIVERY AND INSURANCE CHARGES WHICH WILL BE PAYABLE AS INDICATED AT THE TIME OF PLACING YOUR ORDER.

## **12. AAS TRAINING GUARANTEES TO YOU:-**

- a) To provide information services, the marking of assignments and providing tutoring services to the standard of the examination required.
- b) To supply you with the appropriate study materials covering the total syllabus.
- c) AAS Training will guarantee to re – enrol you free of charge to retake our course should you fail the examination – on the condition that you have completed the course and all your assignments. You will still be responsible for ensuring that all appropriate arrangements are made to re – sit the external examinations

## **13. ENROLLMENT TERMS AND CONDITIONS**

- a) While the tutor support is not limited in time if during the course of study a major syllabus change occurs AAS Training reserves the right to make an additional charge for new material.
- b) To ensure that the guarantee (above) is not invalidated you should ensure that at all times you adhere to the course requirements
- c) It is in the strictest understanding that all study material is supplied to you, and is to be used only by you alone; otherwise copyright law will be implemented without exception
- d) It is your responsibility to ensure that all appropriate arrangements are made to sit the external examinations, please note the cost of examination is not included in the fees
- e) You must pay the fees as indicated
- f) You must follow the plan of study
- g) You must follow the advice of AAS Training
- h) AAS reserves the right to vary cancel re arrange or postpone any training module of the course where the occasion necessitates and AAS Training accepts no liability whatsoever in respect of such a situation
- i) Please note that there will be an administration charge of £50.00 plus VAT if you require to change your course and this must be done within 7 days of enrolment, the original course being returned first

- j) Training documents are only distributed to you when payment has been received in respect of them (either in full or as per the payment plan). Ownership of the material is and remains vested in AAS Training who may at any time take back possession of them until such time as payment is received in full
- k) You must notify AAS Training of any changes in your circumstances as soon as possible, such as change of address, etc. Furthermore if there is a prolonged delay in undertaking the course AAS Training reserve the right to make an additional charge for new material not exceeding the original cost
- l) This agreement constitutes a legally binding agreement and for the avoidance of doubt you are fully liable for payment of all fees due to AAS Training as indicated on the website or on our advertisement materials
- m) Regarding the promotion of your business AAS Training can not guarantee to provide leads
- n) AAS reserves the right to send to you by e-mail promotional material

#### **14. AAS Training Refund Policy**

There is a £100 non-refundable processing fee for any course. If you need to cancel a course that you have already paid for the following refund policy applies:

- a) You have the opportunity to cancel a particular course up to 7 days after processing the payment and in that case you are entitled to receive a full refund for the course, minus the £100 processing fee. This period is referred to as "7 days cooling off period".
- b) You may cancel the order by emailing us on the email addresses published on our websites or calling us. Please, keep in mind, that it is your responsibility to return the manuals to AAS Training in the same condition they have been received.
- c) Since AAS Training generously offers advice, detailed information and often free trials for every course, so that you may objectively decide whether the course is appropriate for you, you are not entitled to a refund after the "7 days cooling off period".

#### **15. Students' Complaints Procedure**

If complaints do occur during the learning process, they can normally be resolved through discussion between the student and the provider (AAS Training), using the provider's complaints procedure, which is as follows:

- a) We will require a clear and concise letter or email of complaint explaining the problem, highlight if there has been a breach in the Terms and Conditions and, please, be clear about the outcome you seek.
- b) If the complainant has difficulties in providing details in writing, the appropriate officer should consider alternative ways of receiving the information.
- c) If the decision or action complained about occurred more than three months ago AAS Training will not normally investigate, unless the complainant has good reason for the delay in making the complaint.
- d) On receipt of your formal or informal complaint we will make a log of the complaint and swiftly review the matter at hand, taking all your comments under consideration. We will write to you to acknowledge receipt of the complaint and indicate that the matter is being investigated and where possible give estimate of when the complainant can expect a follow-up reply.
- e) Upon receiving the complaint a copy is sent to the Chief Executive of AAS Training so that s/he may investigate the issue and reply to the complainant as well.

- f) We will continue to keep you as up-to-date as possible via your preferred method of communication. You are welcome to contact us at any time to enquire on the progress of the complaint or to add any further details.
- g) After the investigation we will make every effort to pursue the most effective course of action to resolve any outstanding issues and ensure that you are satisfied with the outcome of the complaint. Furthermore we will amend our policies where possible to ensure that the issue does not reoccur.
- h) We will conclude with written notification of the outcome of the complaint informing you of the course of action taken and any other relevant detail.
- i) If the problem cannot be solved via e-mail a meeting will be held in AAS Training headquarters in Bristol, United Kingdom.

**Construed and interpreted in accordance with English Law governs these terms and conditions.**

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