

TERMS AND CONDITIONS

1. PARTIES

School of Business and Technology London Limited (SBTL) is registered in England, Registration number 08967560, and the VAT Registration number is 290041825. School of Business and Technology London Limited's registered office address is 44 Broadway, E15 1XH, London, United Kingdom.

In these terms and conditions, "we" means School of Business and Technology London Limited, and "our" and "us" shall have the corresponding meaning; "you" shall mean you the customer, and "your" shall have the corresponding meaning.

We recommend that you print out and retain a copy of these Conditions and any other correspondence or documentation you receive from us in connection with these Conditions.

2. DEFINITIONS

1. In this Agreement:
2. "**Consumer**" means an individual acting outside the course of business.
3. "**Content**" means any content, in any form, published on Our Website by us or any third party with our consent.
4. "**Course(s)**" means any Course, unit or units of learning you purchase from us.
5. "**Course Fee/s**" means the amount payable by you for the Service or Product.
6. "**Products or Services**" means any of the products or services we offer for sale on Our Website, including but not limited to the course (s), or, if the context requires, products or services we sell to you.
7. "**Registration**" means your official registration with us, which is usually the day that the Order is made.
8. "**Student**" means a single user to any of the Online Learning Portal by a unique username and protected by a user-defined password.
9. "**Materials**" means items associated with the course either issued at the commencement of the course or at a later stage;
10. "**Online Access**" means access to the online learning portal and online learning material (the "Virtual Learning Environment");
11. "**Order**" means an order submitted by you to us to procure a Course.
12. "**Lending Partner**" means the company who have the right to provide credit to our students. Please refer to the Terms and Conditions of your Credit Agreement for the details of your Finance provider and their contact information.

13. **"Tutor Support"** means the tuition relating to the course and is provided by tutors appointed by us.
14. **"Credit Agreement"** means a loan contract arranged with our Lending Partner
15. **"Enforce"** means the Lender resorting to a court of law for an order directing you to pay
16. **"Enrolment"** means your enrolment in a Course
17. **"Enrolment Date"** means the date on which we confirm your enrolment or such other date as determined by us.
18. **"Guarantee"** means the written instrument that sets out the terms of an indemnity.
19. **"Indemnity"** means a Guarantee or undertaking given by us to its Lending Partner.
20. **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information – including know-how, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will exist now or in the future in any part of the world
21. **"Interest-Free"** means that there is no interest cost for credit provided under a Credit Agreement.
22. **"Learning Portal"** means an online gateway to Courses, Resources, and other Learning Materials which facilitate e-learning.
23. **"Our Website"** means any website of ours and includes all web pages controlled by us.
24. **"Payment Default"** means two payments overdue under a Credit Agreement through us or lending partner arranged under a credit option to pay for the Course Materials.
25. **"Post"** means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly.
26. **"Terminate"** means, in respect of the subject matter where it is referred to, to foreclose a Credit Agreement and demand full payment of all amounts due under it; and also refers to the foreclosure of any contract between you and School of Business and Technology London.
27. **"Terms"** means the Terms and Conditions set out in this document

3. ACCEPTANCE

This agreement contains terms specific to students on academic courses undertaken at our institution and includes general terms also apply to all students at

the School of Business & Technology London. These Terms and Conditions contain the entire agreement between the parties and supersede all previous agreements and understandings. In entering into this agreement, each party acknowledges that he does not rely on any representation, statement, promise, assurance, warranty, information, document, or other terms not forming part of this agreement.

If you do not fully understand any part of this agreement or are uncertain about your rights under it, don't hesitate to get in touch with us for assistance. To ensure that your query is dealt with efficiently, please get in touch with the admissions department.

Do not access or use this site if you do not agree with any terms and conditions. Apart from Consumer Contracts 2013 (Information, Cancellation, and Additional Charges Regulations) or other legislation, no other representation can be made. Your use of this site shall be deemed to be your agreement to accept the terms provided here. You must read the terms and conditions before entering upon a transaction.

The regulated courses offered by the School of Business & Technology London are approved in the UK only. Neither we nor the awarding bodies accept any responsibility for approval of regulated courses outside the UK, including but not limited to embassies, governments for immigration purposes, or Universities for admission purposes. If you sign up for any unregulated course(s), you accept your responsibility to verify the course (s)' acceptance or approval. Neither we nor the awarding organizations accept any responsibility for approval of the unregulated courses both inside and outside the UK.

By registering with the School of Business & Technology London Limited, warrant that you are legally capable of entering into binding contracts and you are at least 18 years old. Further, you confirm that the information you provided is accurate, current, and complete about yourself, wherever required, in the application form. You agree to update your information if any of your information changes in the future. If we find that your information given is not accurate, complete, or up to date, your account may be terminated or suspended.

You agree to be entirely responsible for any activities made using your account details and password. In this respect, you shall ensure that any password you choose to gain Online Access remains confidential at all times. In the event that you either lose your password or account details or become aware that a third party may have access to or is using your password or account details, you shall notify us.

We reserve the right to:

- (a) suspend or terminate access to Online Access and/or cease to provide the Services where you are in breach of these Terms;
- (b) delete, vary or change any content in the Brochure or Site at any time; and,
- (c) terminate or cancel Orders (although we will not charge you for any Orders which we cancel for reasons which are not due to your default).

4. ACCREDITATIONS AND AFFILIATIONS

School of Business & Technology London Limited is accredited by the Ofqual.gov.uk regulated awarding bodies such as Chartered Management Institute (CMI), QUALIFI, OTHM, The Chartered Institute of IT (BCS), and Training Qualifications UK (TQUK) to deliver various regulated courses. Besides, the School of Business & Technology London Limited is affiliated with the Institute of Business and Technology (IBT), Centre for Digital Marketing (CDM), and Sage Qualifications to deliver various unregulated courses.

School of Business & Technology London Limited collaborates with "Chestnut Education Group" to promote top-up courses (degree programs) awarded by Anglia Ruskin University and the University of Central Lancashire. The information and course details of degree top-up courses are updated on our website.

5. ENROLLMENT

By accepting the agreement, you state that the knowledge of the English language is sufficient to complete the course. A confirmation mail will be sent on your enrolment. You can also contact the Registry Department to confirm the enrolment status with the awarding body. If you have any sponsor to pay fees, or you have not met the entry requirements, or if your payment is not completed as per the contract, you will receive a "conditional offer letter". We will not process your enrolment, and you will not receive the welcome mail until you fulfill the letter's conditions. Your registration with the relevant awarding body will be processed within 45 days from the enrolment date. You are requested to update any changes you make in your profile (name, address, contact number, or email address) no later than five days after registration.

6. ACTIVE STATUS

We expect you to remain active in Learning Portal after the enrolment. In the state of being inactive in our Student Learning Portal or correspondence by email for a period of 90 days, we reserve the right to terminate your account. We may not provide any notification/warning for the automated deactivation before the termination.

7. PRICE AND PAYMENT

The price payable for the products or services you order is clearly set out on Our Website.

Payment for all Courses must be made in advance by credit card or debit card, bank transfer, PayPal, or our approved lending partner. We accept payment via Visa, Visa Debit, MasterCard, and American Express.

The Course Fees will be as set out in the quotation provided by Us to You. If we have not, for any reason, provided you with a quote or the quotation has expired, the price list will determine the Course Fees in force at the time. Prices may change at any time, but price changes will not affect any orders that we have confirmed in writing.

It is possible that the price may have increased from that posted on Our Website. If that happens, we will not despatch the products or services until you have confirmed that you wish to buy at the new price.

Prices include UK value-added tax ("VAT").

We will bear bank charges by the receiving bank on payments to us. All other charges relating to payment in a currency other than pounds Sterling (£) will be borne by you.

Any information we give in relation to exchange rates is approximate only and may vary from time to time.

If we have under-priced products or services by mistake, we will not be liable to supply them to you at the stated price, provided that we notify you before we dispatch them to you.

If we owe you money (for any reason), we will credit you/provide a refund as soon as reasonably practicable, but in any event, no later than fourteen (14) days from the date when we accept that repayment is due.

When products or services are purchased in packages that include examinations and any form of financing agreement in place with the School of Business and Technology London or any of Our Lending Partners, full payment must be completed prior to exam bookings being made.

Without limiting any other remedies or rights that we may have if you do not pay us on time:

12. we will charge an unpaid instalment fee of £30 for each missed instalment.

13. terminate this agreement by giving you written notice and requiring you to pay all outstanding amounts owing to us within fourteen (14) days of being notified of such in writing.

14. Should you have a payment dispute, please contact support@sbusinesslondon.ac.uk promptly and provide all relevant details relating to your dispute.

15. Subject to any exception stated or outlined in these Terms and Conditions or in any product or service listing, Course Fees cover all Course Materials.

16. Upon termination of this Agreement for any reason:

- i. You shall immediately pay us all outstanding invoices and interest. In respect of a product or service supplied but for which no invoice has been submitted, we shall submit an invoice which shall be payable by you immediately on receipt; and
- ii. You shall return all Course Materials which have not been fully paid for; and
- iii. The accrued rights, remedies, obligations, and liabilities of the parties as at the expiry or termination shall be unaffected, including the right to claim damages which existed at or before the date of termination or expiry; and
- iv. Clauses that expressly or implicitly survive termination shall continue in full force and effect.

17. In some cases, if there is an outstanding payment, your assignments submission will not be accepted and marked as non-submission; you will need to pay both late payment charges and resubmission fees to resolve the issues. We reserve the right to take legal action against you and/or your sponsor if all or part of your fees is outstanding and refer the matter to a third-party debt recovery agency. Suppose your fees are not paid, or you miss a payment plan. In that case, you may be expelled without a refund, or withhold documents such as certificates, transcripts, or student ID cards, If at any time, you have a balance of fees (including postage, resit, resubmission, or deferral fees) outstanding.

8 COURSE CHANGES, DEFERRALS, COURSE DURATION, COURSE EXTENSION

All students must complete the assignments. You cannot change the course or module once we register you with the awarding body. If you make any changes to your enrolment,

like a change in course or mode of study; you must pay £250 as admin and re-registration fee to do so except in fully evidenced extenuating circumstances. For non-extenuating deferrals (change of intake or assessment submission date) you must re-register with both School of Business & Technology of London and the awarding body (Fees to be confirmed). You can postpone an assessment or change the intake if the awarding body accepts the deferral under its regulations or by-laws. In any case, you can only defer once.

Learner(s) is required to complete their course within the duration specified for each course. If the learner(s) would require additional time, they should inform the admissions manager during the enrollment process. The course duration for all the (a) award programs are 6 months, (b) certificate programs are 10 months, (c) diploma programs are 12 months and (d) extended diploma programs are 18 months. The course duration for the degree top-up programs are subject to the relevant university where the learner(s) is enrolled.

This course duration is applicable for all the programs delivered by SBTL, irrespective of the awarding bodies. Suppose, for any reason, you exceed the maximum course duration, and additional time was not agreed upon during enrolment. In that case, you must request a course extension in writing within 14 days of the course expiry date. If your request is approved, a course extension fee is applicable. The applicable course extension fee is £150.00 plus VAT, which acts towards the administration charges for the course extension. You may also need to pay any awarding body reregistration fee if applicable, which will be subject to the policy of the respective awarding body.

9 LEARNING PLATFORM

Once you have been accepted onto the course you applied for, you will receive a password providing you with access to your personalised Learning Platform for the duration of your course. Your learning portal is equipped with learning resources such as learning materials, Lecture notes, assignment briefs, policies and procedures, and online tutor support services. Please note that we give no warranties or assurances as to quality or suitability of the contents of your Learning Platform.

10 ACCESS TO BOOKS AND JOURNALS

At School of Business and Technology London Limited, we offer learning materials to the students made by qualified and approved tutors. To accomplish the course, you are required to undertake further research and readings to achieve the learning outcomes. Thus, you may need to access many books and journal articles at your cost from external sources such as libraries or online libraries when and where required for further research and readings. If you are studying a CMI course, you will be provided with access to the CMI Management Direct portal where you will have access to several eBooks, Journals, videos, etc.

11 TOTAL QUALIFICATION TIME(TQT)

Total Qualification Time (TQT) denotes the minimum timeframe a learner takes or requires completing their course. It comprises of the GL (Hours) plus all other time taken in preparation, study or research or any other form of participation in education or training, however, no direct supervision of a lecturer or tutor is required. TQT is a terminology mostly used within the qualifications regulated by Ofqual as part of the Regulated Qualification Framework (RQF). When calculating TQT, awarding bodies consider similar qualifications to ensure that both the quality and the requirement are met. We also consider the views and expectations of the students of our qualifications during the development process leading to the attainment of qualification. Our students will see TQT expressed in two ways within the course specifications.

12 GUIDED LEARNING HOURS

Guided Learning hours are designed so that the learner needs to complete the activities/presentations under the instruction or guidance or supervision of a lecturer, tutor or supervisor either by physical presence or electronic means such as prepared lecture slides or learning material. Where a course follows a structure, each unit will be allocated a GLH (hours) value but where a course does not follow a structure, GL (hours) will be allocated to the course.

At School of Business and Technology London, We provide detailed learning materials prepared by qualified and approved tutors in line with the specifications detailed by the awarding body to make up Guided Learning Hours. Besides, you will be given constructive formative feedback on your assignments for each unit, emphasising learning and development that also constitute the guided learning hours.

13 ONLINE LEARNING

With the School of Business & Technology London Limited you can study online. You finish your courses with flexibility at your own pace. You will be provided with tutor support via our tutor support desk. The online learning mode will not offer you an opportunity to make any direct or live interaction with your tutor. But instead, we occupy a centralised tutor support desk portal. Our support desk team liaises with both tutors and students to provide guidance, assessment feedback, and other study support adequately and promptly through the support desk portal. Once a learner raises a support request through the support desk portal (Be it for guidance, assessment feedback, or any additional assistance), one of the support team members assign the relevant to request to an allocated tutor. As soon as the support team receives a response from the allocated tutor, it will be made available to the learner in the portal. You should expect to receive a response on queries like guidance and assistance within 1 - 2 working days. However, if the support request is for assessment feedback, you will receive the reply with feedback as per the time frame outlined in the Assessment Feedback Policy.

You can call our support desk team Monday to Friday between 8.30 am and 5.30 pm, Or email support@sbusinesslondon.ac.uk.

14 BLENDED LEARNING

We strategically and conveniently employ Blended Learning, replacing the traditional face-to-face approach using a hybrid-teaching methodology. Our blended learning is coupled with virtual live classes and conventional online self-paced learning. The significant difference between Blended Learning and online learning at SBTL is the Block Delivery of Virtual Live Classes. Students enrolled at School of Business and Technology London on Blended Learning are offered a block delivery of virtual live classes, which can be booked in advance at their convenience most of the time at additional cost. In addition to the Online Live Classes, you will also receive all the standard benefits offered to Online Learning mode. The live classes are provided online using Apps like Google meet, Zoom or Microsoft team. In addition to the live courses, you will receive tutor support through our support desk portal, like the online learning mode. However, other than the live classes, you will not be given any opportunity to make any direct or live interaction with your tutor. Still, you can contact the support desk team anytime.

The blended learning offered by the School of Business & Technology London only include the following:

- Live Classes
- Tutor support via Support Desk Portal
- Virtual Learning Platform
- Assessment Resources
- Assessment Guidelines
- Evaluation Samples

15 ASSESSMENT

School of Business & Technology London follows strict Assessment Policies that include formative and summative assessment procedures. Formative and summative assessment feedbacks are an integral part of the assessment process. You must read and understand the Assessment policies and procedures that are available in your learning portal (LMS). You will be provided only with two chances to make their assessment resubmissions. If you are unsuccessful in all the three attempts provided for any assessment, no further chance will be provided to resubmit the referred assignment. Also, all elements taken as a second or third attempt will be capped at the pass mark. You must read and understand the terms stated in the assessment and feedback policies.

16 INTEREST FREE PAYMENT PLANS

Our Lending Partner Duologi provides our 0% interest (Interest-free) finance option, it is a trading name of Specialist Lending Ltd which is a limited company registered in the UK under number 10664999 at the registered address 10 Bressenden Place, London, SW1E 5DH, United Kingdom. Authorised and regulated by the Financial Conduct Authority. By

continuing with your finance application, you accept and abide by the terms and conditions of Duologi.

For your finance application to be considered, you must meet the following criteria.

- Be 18 years or over at the date of application
- Be no older than 75 years at the end of the term
- Be a permanent UK resident and homeowner/tenant
- In regular permanent employment, Minimum of 16 hours
- Self Employed/ Retired with proof of state, private, or company pension
- Long term invalidity/disability/mobility benefit
- Minimum UK resident for 3yrs
- Exclusions: Unemployed/ Students/Non-UK Residents
- Mandatory: Direct Debit signed by the person applying for finance/ Goods to be installed at the same address as the finance agreement/ Customer to provide proof of signature and talk to the retailer/agent.
- Minimum annual income £10,000
- Have a UK bank account that can accept Direct Debits
- Understand and accept that there will be a full credit check is completed when you submit your application which will leave a “footprint” on your credit profile.
- Finance must be applied for in the name of the individual that is taking the goods or services.
- Direct Debit payments must be from the applicant's bank account and cannot be changed to a partner/family member.

17 DEGREE TOP-UP COURSES

Enrolling to a Top Up Degree is subject to the successful completion of the diploma course, leading to the relevant Top Up Degree. School of Business & Technology London only facilitates degree top up enrolment upon completing the relevant pathway diploma accepted by the university. In case of any complaints/ grievances regarding the delivery of assessment or certification, you are liable to contact the respective study centre/university you are enrolled. Enrolling in a top-up degree course you agree and accept the terms and conditions of centre/university that deliver/award the course. Please refer to the cancellation and refunds section for refund matters related to degree top-up courses.

18 CANCELLATION AND REFUNDS

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “Regulations”). Provided the Regulations apply to the transaction concerned, the following terms apply to the contract.

1. We now inform you that information relating to all aspects of our products or services is not in this document but our marketing material, whether in the medium of Our Website or hard copy.
2. The following rules apply to the cancellation of your order:

2.1 If you have ordered products or services (courses) but have not received order/enrolment confirmation and learning portal login credentials, you may cancel your order without giving a reason, at any time within fourteen (14) days of your order. You will have no obligation, and we will return your money but retain the deposit payment to cover costs sustained.

2.2 If you have ordered products or services (courses) and have received order/enrolment confirmation and learning portal login credentials, you may cancel your order within fourteen (14) days of the date you received them. You may cancel your order without giving a reason. A refunded value will be calculated and offered provided that the appropriate conditions have been met.

2.3 We will return your money subject to the following conditions:

- i. You have not accessed your products or services (courses) at your online learning portal.
- ii. You comply with our procedure for returns and refunds.

2.4 The option to cancel your order is not available if:

- i. You have accessed your products or services (courses) at your online learning portal.
- ii. The fourteen (14) day cancellation period has expired.

- 3 Request for a refund can only be considered if we received a correctly completed form, which is available upon request.
- 4 You accept that you consent to waive off your 14 days cooling-off period and acknowledge that you will lose the right to cancel the contract under Consumer Contract Regulation 2013 (29.1) if you access your course at your learning portal within 14 days of the order/enrolment confirmation.
- 5 If you enrolled on a diploma plus degree top up course and you failed to accomplish the diploma course successfully and unable to enrol for the associated degree Top-Up, or if you decide to not pursue degree top course after completing diploma you will not be given any refund. You will be given a refund only in such cases; the Top Up Course is withdrawn by the Centre/University or no more available. We must receive your cancellation in writing within the Cancellation Period. Refund will be only given subject to the conditions stated in 18.2 and its following conditions.
- 6 If you enroll on a degree Top-Up only course delivered by our partner centre/university and want to cancel the order, the refund will be processed under the rules stated in 18.2 and its following conditions. However, we cannot guarantee any refund in the case of bankruptcy, liquidation, or closure of any of our partnering organizations that deliver the Top Up degree courses. If you are terminated from the Top Up Degree course due to any late fee payment, you will not be offered any refund.
- 7 We provide both accredited and non-accredited courses. The accredited courses are awarded by recognised awarding bodies or universities, while non-recognised

awarding organisations award non accredited courses. We take no responsibility in the event if the awarding body or university loss its recognition/status from the relevant authority and no refunds will be given to you in such cases. You further accept that in the unlikely event that the accreditation(s) of the School of Business & Technology London is withdrawn by the awarding body(s) or relevant authority(s), you will not be refunded.

- 8 All refund requests should be sent to admission@sbusinesslondon.ac.uk

19 FOREIGN TAXES AND DUTIES

- i. If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.
- ii. You are responsible for purchasing products or services that you are lawfully able to and for the payment of import duties and taxes of any kind that may or may not be levied in your country.

20 SERVICE INTERRUPTIONS

We may need to interrupt your access to the course to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Course and/or Website may be affected by unanticipated or unscheduled downtime, for any reason, but that we shall have no liability for any damage or loss caused as a result of such downtime.

21 ORDERS RELATING TO THIRD PARTY SELLERS

In some cases, we may accept orders as agents on behalf of Third Party Sellers. The resulting legal contract is between you and that Third Party Seller, and is subject to the terms and conditions of that Third Party Seller, which they will advise you of directly. We recommend that you carefully review their terms and conditions before agreeing to the transaction.

We may also provide links on our website to the websites of other companies who may not be affiliated to us. We will make you aware when such a Third Party Seller is involved in a transaction.

We cannot give any undertaking as to the quality of Online Learning Packages provided by Third Party Sellers. This does not affect your statutory rights against the Third Party Seller.

22 TUTOR SUPPORT

School of Business and Technology London occupies a centralised tutor support portal. Our support team liaises with tutors and students to provide guidance, feedback, and other support. Once a learner raises a support request through the support desk portal (Be it for guidance, feedback, or any further assistance), one of the support team members assign the relevant request to an allocated tutor. As soon as the support desk receives a response from the allocated tutor, it will be sent to the learner. The support desk system is in place to assist the students adequately and streamline all the support processes efficiently.

You should expect to receive a response on queries like guidance and assistance within 1-3 working days. However, if the support request is for assessment feedback, you will receive the reply with feedback as per the time frame outlined in the Assessment Feedback Policy.

Online Learning Students will not be able to interact with the tutor(s) directly other than through the support desk portal. However, Blended Learning students will have the opportunity to interact with the tutor(s) during virtual live classes.

23 RESUBMISSION

Students are given only two chances of resubmission if referred/failed. However, all elements taken as a second or third attempt will be capped at the pass mark. Students will be charged £35.00 for the initial resubmission of a unit and £70.00 for all the subsequent resubmissions of a particular unit(the prices are inclusive of VAT). If a unit is referred/failed by the student, we will make available the marking sheet with detailed feedback to the students so that they can determine the mistakes and discrepancies of their works. We will provide the resubmission assignment brief to the student if different from the previous one as soon as we receive/get approval from the awarding body.

24 UNITS INTERCHANGE

Being an approved centre, School of Business & Technology London reserve the right to preselect units to deliver each course. We have preselected units (modules) for every course as per the criteria among the various units listed in the course specification provided by the awarding body. The preselected units are shown in the details page of the courses on our website.

Suppose you need any unit(s) interchange; in that case, you must request before enrolment to interchange unit(s) other than the preselected units shown on our website because we need to ensure the availability of learning materials for the requested unit(s). We will reject an application if the learning materials for the requested interchange unit(s) are unavailable. You are not allowed to make any request to interchange unit(s) once enrolment is complete.

25 USE OF YOUR PERSONAL INFORMATION

1. Our privacy policy is strong and precise. It complies fully with current UK law incorporating the General Data Protection Regulation (GDPR). Review our Privacy Policy at <https://sbusinesslondon.ac.uk/privacy-policy>
2. You now irrevocably authorise us to publish your feedback, comments, and ratings as posted on any review sites. This is done in the context of testimonials.
3. You understand that should you provide information or personal data relating to a third party, you are personally responsible for this data. Should this constitute any form of breach of the third party's rights or of any laws, you will be liable for any legal recourse, relating to any law, which may arise from this breach. We cannot take responsibility for the accuracy or legitimacy of any information provided to us by any user of this site.
4. Please notify us of any security breach, unauthorised use of your account or unauthorised provision of personal data. To report a breach of any kind, please contact us on support@sbusinesslondon.ac.uk
5. Personal data is only retained for as long as required to provide the requested products or services.
6. For further information on how your information is used, how we maintain the security of your information, and your rights to access information we hold on you, please read our [privacy policy](#).

26 COMPLAINTS POLICY & PROCEDURE

We strive to provide quality in all its activities. If you are dissatisfied with some aspect of their dealings with the Centre, it is important that you are entitled to complain and to make their concerns known to our staff members.

Our standard channel for all complaints is through our "Complaints" department and all such communications should be directed to the email address support@sbusinesslondon.ac.uk.

For further information on the appropriate policies and process, please refer to our complaints policies and procedures.

27 INDEMNITY

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

1. your failure to comply with the law of any country;
2. your breach of this Agreement;
3. any act, neglect or default by any agent, employee, licensee or customer of yours;
4. a contractual claim arising from your use of the products or services;

5. a breach of the intellectual property rights of any person.

28 EVENTS OUTSIDE OUR CONTROL

1. For the purpose of the Terms and Conditions, Force Majeure Event means an event beyond the reasonable control of School of Business and Technology London including, but not limited to, strikes, lockouts or other industrial disputes – whether involving the workforce of the Supplier or any other party, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Suppliers or subcontractors.
2. We shall not be liable to you as a result of any delay or failure to perform its obligations under the Terms and Conditions as a result of a Force Majeure Event.
3. If the Force Majeure Event prevents Us from providing any product or service, We shall, without limiting Our other rights or remedies, have the right to terminate these Terms and Conditions immediately by providing You with written notice.

29 INTELLECTUAL PROPERTY

School of Business & Technology London grants you a personal, non-transferable and non-exclusive right to use its materials, contents and software on any personal media device; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software.

30 MODIFICATION & VARIATION:

From time to time and at any time without notice to you, we may modify this Agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website. Modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement. Any part or sub-part of this Agreement is held ineffective or invalid by any court of law. You agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

31 LIABILITY FOR DEFECTS

1. Before reporting a defect, fault or technical issue relating to our products or services, please carefully re-read the provided instructions/guidelines to ensure that you have followed the correct procedure.

2. Please carefully check the stated technical requirements on Our Website for our products and services before placing an order. Failure to do so will not constitute a defect, fault or technical issue.
3. When a defect, fault or technical issue is confirmed, we will provide this information to the relevant party for rectification without undue delay.
4. If any defect, fault or technical issue is found, we shall:
 - ensure rectification, where applicable;
 - provide the information to the relevant party for rectification, where applicable.
1. Whilst we make reasonable efforts to ensure the accuracy of Course Materials, we do not represent, warrant or guarantee that the Course Materials will be error free.
2. You expressly acknowledge and agree that due to the rapidly evolving nature of information technology, Course Materials may become outdated and/or incorrect at any time.
3. To avoid doubt, we will not refund Course Fees because Course Materials are not error-free, accurate, and/or up to date.
4. We shall have no responsibility or liability to you for your inability to access the Online Learning System/Learning Portal due to issues beyond our control, such as the speed of your modem (or other connection devices used), your use of third party security software or firewall/proxy servers, or the performance levels of your internet service provider.
5. We may use drip content settings to make the learning materials of the units available one by one, and this means that you will not see the learning materials of all the units at a time.
6. We will reasonably endeavour to ensure that whilst you are enrolled on a Course, the Course Materials will be available to you via the Online Learning Portal on an uninterrupted basis save for:
 - o unavailability due to our scheduled maintenance of the Online Learning Portal; or
 - o an even outside of Our control

32 LIMITATION OF LIABILITY

WE EXCLUDE LIABILITY FOR ACCIDENTAL: INJURY TO ANY PERSON, LOSS OR DAMAGE TO MATERIAL (INCLUDING PERSONAL) PROPERTY, OBSTRUCTION, TRESPASS, NUISANCE OR INTERFERENCE WITH ANY RIGHT OF WAY, LIGHT, AIR, WATER OR EASEMENT HAPPENING IN CONNECTION WITH SCHOOL OF BUSINESS & TECHNOLOGY LONDON LTD. WE EXCLUDE LIABILITY FOR DAMAGE OR DISTRESS BY REASON OF INACCURACY OF DATA, LOSS OF DATA, DESTRUCTION OF DATA WITHOUT OUR AUTHORITY, OR THE DISCLOSURE OF DATA OR ACCESS HAVING BEEN OBTAINED TO DATA WITHOUT OUR AUTHORITY. WE EXCLUDE LIABILITY FOR WRONGFUL ARREST, FALSE IMPRISONMENT, MALICIOUS PROSECUTION, AND ASSOCIATED DEFAMATION OF OR ASSAULT ON ANY PERSON ARISING OUT OF THEFT OR SUSPICION OF THEFT AT THE PREMISES OF SCHOOL OF BUSINESS AND TECHNOLOGY LONDON) AND ITS AFFILIATED PARTNERS. WE CANNOT BE HELD RESPONSIBLE FOR ANY DELAY OR FAILURE TO COMPLY WITH OUR OBLIGATIONS IF SUCH DELAY OR FAILURE ARISES FROM ANY CAUSE WHICH IS BEYOND OUR

CONTROL. EXAMPLES OF SUCH CAUSES INCLUDE TERRORIST ATTACKS AND NATURAL DISASTERS.

UNDER THIS AGREEMENT, AT ANY TIME, WE SHALL BE DEEMED TO HAVE WAIVED NEITHER OUR RIGHTS AND REMEDIES NOR ANY DEFAULT OF YOURS. BY THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999, NO RIGHT/RIGHTS OR REMEDY/REMEDIES SHALL APPLY TO ANY PERSON WHO IS NOT A PARTY TO THIS AGREEMENT.

IF A COURT OR COMPETENT AUTHORITY DEEMS ANY OF THESE TERMS TO BE INVALID, UNLAWFUL OR UNENFORCEABLE TO ANY EXTENT, SUCH TERM/TERMS SHALL NO LONGER FORM PART OF THIS AGREEMENT, THOUGH THIS WILL NOT AFFECT THE REMAINING CONDITIONS AND YOU WILL CONTINUE TO BE BOUND BY THEM.

TO THE BEST OF OUR KNOWLEDGE, ALL THE INFORMATION CONTAINED IN THIS AGREEMENT IS CORRECT AT THE TIME OF PUBLICATION

33 WARRANTY DISCLAIMER

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SCHOOL OF BUSINESS AND TECHNOLOGY LONDON LTD, AND ANY SUBSIDIARY, PARENT, AFFILIATE, OFFICER, DIRECTOR, LICENSOR, EMPLOYEE, SUPPLIER, DISTRIBUTOR, RESELLER AGENT, OWNER, OR OPERATOR OF SCHOOL OF BUSINESS & TECHNOLOGY LONDON LTD, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. SCHOOL OF BUSINESS & TECHNOLOGY LONDON LTD MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITES CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY OMISSIONS OR ERRORS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. SCHOOL OF BUSINESS & TECHNOLOGY LONDON AND TECHNOLOGY LTD DOES NOT WARRANT, GUARANTEE, ENDORSE, OR ASSUME RESPONSIBILITY FOR ANY HYPERLINKED WEBSITE OR OTHER PROMOTION, AND SCHOOL OF BUSINESS & TECHNOLOGY LONDON LTD WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. NO INFORMATION OR ADVICE, WHETHER WRITTEN OR

ORAL, OBTAINED BY YOU FROM SCHOOL OF BUSINESS & TECHNOLOGY LONDON LTD OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

34 TERMINATION

We may terminate the Agreement set out in these Terms if: (a) you are in material breach (including non-payment) of any provision of these Terms which is not remediable or, if remediable, is not remedied with a period of thirty (30) days after we have given notice to you requiring such breach to be remedied. In such circumstances, we will be permitted (without liability) to procure that we suspend the provision of the Services to you and your Online Access until such a breach has been remedied; (b) you appear to be unable to pay your debts (whether within the meaning of section 268 of the Insolvency Act 1986, or upon any other reasonable grounds including without limitation where a debt owing by you to us or to a third party has become due and payable and has not been met on the due date therefore), or you present or you have presented against you a bankruptcy petition or a bankruptcy order is made against you, or you take any formal step to implement an individual voluntary arrangement (within the meaning of the Insolvency Act 1986); (c) you carry out any unauthorised act with regard to the course which infringes our Intellectual Property Rights. If the Agreement is terminated set out in these Terms, you must (a) return the Materials and Software to us; (b) destroy all copies of the Software including any Software stored on the hard disk of any computer under your control; and (c) cease using the Services and Online Access immediately.

35 JURISDICTION AND LITIGATION

This Agreement is made subject to the laws of England and Wales. You agree that any dispute arising under a term of this Agreement shall be subject to the non-exclusive jurisdiction of the courts of England and Wales. Our terms and conditions are updated periodically. We encourage and recommend you navigate through our terms and conditions from time to time. This will help you to be abreast of the updates and changes.