

By taking this course, you agree to the following terms and conditions. The terms of this contact do not affect your statutory rights.

#### THE SALE

**Confirmation:** Before you buy, we will specify on the website the price you will pay. After you buy the course, we will confirm the order by email immediately after the order is placed. We will include your tutor's name and address in the course pack.

**Mentoring:** We offer three months' free email mentoring to learners on courses that mention this service on the web page of that course. We do not offer post-course mentoring on courses that include but are not limited to SEN/TA and our Certificate courses. For eligible courses the offer starts when you receive your Diploma, and finishes three months after that date. You may send your mentor only one email each week, and the mentor will reply within five working days. You will not be able to communicate by phone due to the extra costs that would involve. You agree to absolve us from any responsibility for any actions that result from you taking advice from the mentor. If you're in any doubt, you should seek the advice of a qualified lawyer.

**Delivery:** We will despatch the course within 3 working days. If we cannot deliver the goods within this time we will tell you immediately and agree on another time for delivery. If we cannot agree on another time, we will offer you a refund. We deliver by priority courier. Delivery times will vary according to where you live.

#### OUR PAYMENT TERMS

On the 'Fees and Registration page of the website you have the option to pay in full or pay by instalments. You can either pay online or over the phone.

We accept most cards except Visa Electron and prepaid cards. We may also not accept a card that's due to expire in the near future.

**Paying in full:** If your payment goes through successfully you can access your course materials through the online portal once you have received your confirmation email.

**Paying by instalments:** Once we have processed your payment details we will take your first instalment. We will then take your remaining payments on the same date for the number of months left on your payment plan. We will notify you via email once each instalment has been taken.

**What happens if my card details change?** If your card details change between enrolment and your final payment, you must tell us your new details. You can update your details by phoning or emailing us. If your card is cancelled you'll still have to pay us the money you owe.

**What happens if my instalment fails?** If we can't take a payment from your card, we'll let you know and try to establish why this is the case.

**Failure to make payment:** If you fail to make payment on 4 consecutive attempts we will take actions to obtain payment through a debt collection agency. In order for the debt collection process to run smoothly, we are required to provide the agency with your contact details. This includes your phone number and email address. By accepting our Terms and Conditions you agree to us sending this information to the debt collection agency should the need arise.

## RETURNS, REFUNDS AND GUARANTEES

### Cancellation and refunds

**Diploma courses:** We give you the unconditional right to cancel the contract within 60 days. The 60 days start when you receive the goods. If you cancel, we will return your money within 21 days of receiving the returned materials. Unless the course is faulty or not what you ordered, you will have to pay the cost of returning the goods. If any of the returned materials are damaged then we will have to deduct a fee from your refund to cover the cost of the repair.

**Post-course refund.** We offer a post-course refund to learners on courses that mention this service on the web page of that course. We do not offer a post-course refund on courses that include but are not limited to SEN/Teaching Assistant and our Certificate courses. We will refund the cost of an eligible course if, 90 days after successfully completing the course, you have sought and failed to find work. You must provide documentary evidence of promotional activity to support your claim. You will have to pay the cost of posting the course to us. We need to receive your application for a refund within 120 days of completing the course.

If we refund your money in relation to the 90-day offer, this will be on the condition that the certificate is withdrawn. If we deem that you are eligible for a 90 day refund, it will be made only after you have returned your Diplomas and have removed all references to the course from your marketing material and stationery.

We reserve the right to withdraw your enrolment to the course and refund your money if we find that we are unable to support your learning needs.

Our courses are non-transferable.

## MISTAKES, COMPLAINTS AND DISPUTES

- 1. Consumer Law:** We aim to meet our obligations under the consumer protection laws currently in force.
- 2. Faulty Goods:** If the course turns out to be faulty or is different from what you ordered, we will offer you a full refund. We will give the refund as soon as possible and at the latest, within 30 days of agreeing to give the refund. We will also pay your postage.
- 3. Mistakes in bills, receipts or payments:** We will correct any mistakes in bills, receipts or payments as soon as possible and at the latest within 30 days of agreeing to do so.
- 4. Complaints:** We will acknowledge any complaint within five working days. We will advise you how long it will take to resolve the complaint. We will keep you informed throughout the process. To view our Complaints Policy go here: <https://www.inst.org/policies/Generic/Complaints%20Procedure.pdf>
- 5. Disputes:** We do not belong to any dispute solving scheme.



## LIABILITY

We take no responsibility for the accuracy or validity of any claims or statements contained in our courses, documents or website. We make no representations about the suitability of any of the information for any purpose. We provide all such courses and information without warranty of any kind, except as referred to in Returns, Refunds and Guarantees above. In no event shall we be liable for any damages, including special, indirect or consequential damages, arising out of or in connection with the use or performance of our courses or information.

## INDEMNITY

You agree to defend, indemnify and hold us and our affiliate and related companies harmless from all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of this Agreement by you or your clients.

**Recourse:** If you are dissatisfied with our product, service, website or information, or with any of our terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is as referred to in Returns, Refunds and Guarantees above.

## MISCELLANEOUS

This Agreement, including any and all documents referenced in it, constitute the entire agreement between us and you relating to the subject matter hereof. Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provisions or right.

If any of the provisions contained in this Agreement be determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein. This Agreement shall be governed by and construed in accordance with the laws of England. If you would like to comment or query any of this, please email us at [support@inst.org](mailto:support@inst.org)