



TERMS AND CONDITIONS FOR THE PROVISION OF MLA COLLEGE DISTANCE LEARNING MODULES, COURSES AND PROGRAMMES.

These terms and conditions apply to the payment of fees for MLA College distance learning course/programmes or modules. Please read them carefully as they contain important information.

General terms and conditions

Definitions

Seller means Marine Learning Alliance Ltd trading as MLA College
The Merchant
St Andrew Street
Plymouth
PL1 2AX
Web: www.mla-uk.com

Buyer the person who buys or agrees to buy the goods from the Seller.

Conditions the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.

Goods the items which the Buyer agrees to buy from the Seller as set out in the Schedule.

Order the course/programme and/or module of study offered to the Buyer by the Seller

Price the price payable for courses, programmes and/or modules is as set out on our website or the price quoted on the Seller's offer letter.

Force Majeure Event has the meaning set out in clause 11.

Sponsored Student A student studying on an MLA course or programme whose fees are paid by a company employing that person.

Conditions

- A. These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- B. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.

- C. Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- D. These Conditions may not be varied except by the written agreement of a Director of the Seller.
- E. These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

If you have any queries about these terms and conditions or if you have any comments or complaints on or about our courses, you can contact us at info@mla-uk.com or 0203 9977555

1. **The contract between us**

For students paying their own fees, MLA must receive payment of the whole of the price for your chosen course before your order can be accepted unless an instalment plan for the payment of fees is agreed. Payment by you of the price for the services represents an offer on your part to participate as a student on the course, programme of study and/or module, which will be accepted by us only when confirmation of acceptance of your offer is sent by us to you. Only at this point is a legally binding contract created between us.

For sponsored students, whose fees are paid by their employer or other body, MLA must receive payment of the whole of the price, unless an instalment plan for the payment of fees is agreed, for your chosen programme of study and/or module(s) before the published commencement of the same. Payment by your sponsor of the price for the services represents an offer on your part to participate as a student in the module(s), which will be accepted by us only when confirmation of acceptance of your offer is sent by us to you. Only at this point is a legally binding contract created between us.

2. **Acknowledgement of your order**

To enable us to process your order, you will need to provide us with your name, student number (where applicable) and e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

3. **Ownership of rights**

All rights in any materials issued in connection with your course/programme of study and/or module, including copyright, are owned by or licensed to Marine Learning Alliance Ltd. You have a licence to use these materials, including copying or storing them in whole or part, only for your own personal, non-commercial use. Any other use of these materials including any modification, distribution or reposting is prohibited unless you receive prior written consent from the MLA.

4. **Accuracy of content**

We have taken care, in particular to ensure that prices quoted are correct at the time of publishing and that all services have been described accurately.

5. **Ordering errors**

You are able to correct errors on your on-line order up to the point on which you click on "submit" during the ordering process. Other errors or problems can be dealt with by contacting MLA as above.

6. **Price**

The price payable for courses, programmes and/or modules is as set out on our website or the price quoted on the Seller's confirmation of order.

7. Payment terms and Interest

- 7.1 Payment of the Price shall be due within 30 days of the date of the Seller's invoice.
- 7.2 Monthly instalments shall be due on the dates that are given on your payment plan.
- 7.3 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 7.4 You have the right to cancel your contract for the provision of a place on a course, programme and/or module at any time before the published start date and you will receive a full refund of the fees paid.
- 7.5 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.
- 7.6 We will take payment upon receipt of your order by Bank Transfer or on-line by Credit Card or PayPal account through MLA's secure payment gateway. If you do not give us the correct payment details, we accept no liability to provide our services. If it is not possible to obtain full payment for the course, module or programme from you, then we can refuse to process your order and/or provide any further services. This does not affect any other rights we may have.

8. Cancellation rights

- 8.1. Where you are a consumer as defined in *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134* you have the legal right to cancel your order up to 14 calendar days after the day on which the contract is entered into (the Cancellation Period). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty (unless we have begun to provide the services within the Cancellation Period).
- 8.2. Should you wish to cancel your order in accordance with this clause, you can notify us in writing by any durable medium (for example letter sent by post, fax or e-mail).
- 8.3. You have the right to cancel your contract for the provision of a place on a course, programme and/or module at any time before the published start date and you will receive a full refund of the fees paid.
- 8.4. Cancellations by you after the start date:
 - 8.4.1 You have the right to interrupt your studies or withdraw from the module up to 30 days from the Commencement date. You will be granted a full refund of your course in this period less an Administration Fee of £100.
 - 8.4.2 If you choose to interrupt your studies or withdraw from the course, programme and/or module after 30 days or more from the Commencement date then you will not be entitled to any refund and you may be liable to other academic sanction as outlined in the MLA and Plymouth University Academic Regulations.

9. Termination by us

- 9.1 We may terminate by written notice the contract with you if:
- 9.1.1 If paying by monthly instalments: If payment is not received after 30 days then the Student's studies will be suspended until the account is brought up to date. Students wishing to take a study break may place their monthly subscription plan on-hold until they resume their studies; an administration fee of two monthly payments will then be due on resumption of their studies.
 - 9.1.2 We have insufficient staff or resources to deliver the course or module.
 - 9.1.3 We are forced to cancel or postpone due to circumstances out of our control.
- 9.2 If we have to terminate the contract for the above reasons, we will notify you by e-mail and will repay a fair and reasonable amount of the price paid having taken into account any services already provided as soon as possible, but in any event within 14 days.

10. **Delivery of the course, programme and/or module**

- 10.1 MLA will make all reasonable efforts to deliver the course, programme and/or module on the published dates, however we reserve the right to:-
- 10.1.1 Make reasonable adjustment to the timetable or lecturers
 - 10.1.2 Make reasonable amendments to the content when necessary.

11. **Liability**

- 11.1 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.
- 11.2 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.
- 11.3 Subject as aforesaid our total liability under or in connection with this contract whether in contract tort negligence or breach of statutory duty shall not exceed £5000
- 11.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

12. **Academic Regulation**

By accepting these Terms and Conditions you agree to be bound by the University of Plymouth's Academic Regulations and the terms outlined in the MLA Student Handbook.

13. **Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at MLA College, The Merchant, St Andrew Street, Plymouth PL1 2AX and all notices from us to you will be in writing and sent by email.

14. Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

15. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

16. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy [include link to privacy policy here].

17. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

18. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.