



Terms and Conditions – CPD Microcredential Modules

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1. These terms

- 1.1. These are the terms and conditions on which we provide services to you, whether these are modules, associated services or digital content combined (a CPD Microcredential Module).
- 1.2. Please read these terms carefully before you submit your application to us. These terms tell you who we are, how we will provide a CPD Microcredential Module to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1. We are Kaplan Open Learning (Essex) Limited, an affiliate college of the University of Essex, trading as University of Essex Online. Our company is registered in England and Wales under the company registration number 06245017. Our registered office is at Palace House, 3 Cathedral Street, London, SE1 9DE.
- 2.2. You can contact us by calling +44 (0)1206 489 358 or by writing to us at enquiries@online.essex.ac.uk
- 2.3. When we contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.4. When we use the words “writing” or “written” in these terms, this includes emails.

3. Glossary

- 3.1. When the following words with capital letters are used in these terms and conditions, this is what they mean:
 - a. **Credits** means a unit that gives weight to the value, level or time requirements of a CPD Microcredential Module;
 - b. **Tuition Fees** means the fees payable by you to study your chosen CPD Microcredential Module as shown in your payment plan;
 - c. **Credit Lifetime** means the time period in which your CPD Microcredential Module credits are valid if you want to use them as an exemption to progress onto a Course with us. This can be found in the [Rules of Assessment for Taught Postgraduate Modular Study](#);
 - d. **Start Date** means the date on which the CPD Microcredential Module you have accepted a place on commences;
 - e. **CPD Microcredential Module** in these terms and conditions means a module of study delivered online which leads to academic Credits from the University of Essex;
 - f. **Course** in these terms and conditions means a programme of study delivered online which leads to an award from the University of Essex.

4. Our contract with you

- 4.1. Once you complete and submit the online application form for your CPD Microcredential Module we will contact you to discuss your application, which must be submitted in English. If we approve your application, we will send you an offer letter which will confirm the details of your CPD Microcredential Module and Start Date. We will also send you a payment plan outlining your Tuition Fees. The offer letter will contain a link to our acceptance form. Acceptance of your application will take place when you use the link on the offer letter you receive from us and submit the online acceptance form, at which point a contract will come into existence between you and us.
- 4.2. Please note that admission decisions are subject to [our Admissions Policy](#).
- 4.3. You may end this contract and not be charged any Tuition Fees (or obtain a full refund if you have paid them) at any time up until 14 days from the Start Date of your CPD Microcredential Module (the Cancellation Period).

5. Your rights to make changes

- 5.1. If you wish to make a change to the CPD Microcredential Module you have applied for please contact us. We will let you know if the change is possible.



6. Our rights to make changes

- 6.1. Minor changes to a CPD Microcredential Module/these terms: We may change a CPD Microcredential Module/these terms:
- To reflect changes in relevant laws and regulatory requirements;
 - To implement minor technical adjustments and improvements, which will not affect the delivery of a CPD Microcredential Module;
 - To ensure consistency with UK Higher Education sector practice and guidance, including complying with our obligations under the Quality Code (such as renaming or improving CPD Microcredential Module materials).
- 6.2. More significant changes to these terms and conditions/a CPD Microcredential Module. We may make the following changes to these terms and/or a CPD Microcredential Module. If we do, we will notify you in advance and if you do not accept the updated terms you may then contact us to end the contract as per section 7 of this document: YOUR RIGHTS TO END THE CONTRACT. For example, we may change these terms:
- To increase Tuition Fees annually to proportionately reflect the costs associated with establishing and providing the CPD Microcredential Module, such as any changes in higher education funding we may receive;
 - To correct errors;
 - To make these terms and conditions clearer;
 - If a third party such as the University of Essex imposes the change on us, such as amending a policy or procedure.
- 6.3. If the CPD Microcredential Module contains digital content (such as software or an eBook), we may update or require you to update digital content, provided that the digital content shall always match the original description.

7. Providing CPD Microcredential Modules

- 7.1. By submitting the online acceptance form you are formally accepting your place on the CPD Microcredential Module and Start Date as set out in your offer letter. Submission of the acceptance form also constitutes your agreement to these terms and conditions and to meeting the requirements of the [Rules of Assessment for Taught Postgraduate Modular Study](#).
- 7.2. We are not responsible for delays or inaccessibility outside our control. If our provision of a CPD Microcredential Module is delayed or the learning platform is inaccessible due to an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect. Provided we do this we will not be liable for delays or inaccessibility caused by the event, but if there is a risk of substantial delay or inaccessibility you may contact us to end the contract and receive a refund for any part of a CPD Microcredential Module you have paid for but not received.
- 7.3. You acknowledge that in some countries, states or other jurisdictions, the CPD Microcredential Module and/or the mode of online delivery of your CPD Microcredential Module might not be recognised by the relevant authorities and/or other third parties. It is your responsibility to confirm whether or not your chosen CPD Microcredential Module and/or the mode of online delivery of the CPD Microcredential Module will be fully recognised in your country, state and/or jurisdiction, and/or in the countries, states or jurisdictions where you wish the CPD Microcredential Module to be recognised. No refunds of Tuition Fees will be made on the basis of either the CPD Microcredential Module and/or the mode of online delivery not being recognised by the relevant authorities and/or third parties.
- 7.4. As part of our admissions process, we require you to complete an application form and submit supporting documents. If you give us incorrect or fraudulent information, we reserve the right to immediately end the contract and section 10.2 will apply.
- 7.5. We may have to suspend the provision of a CPD Microcredential Module, for example:
- To deal with technical problems or make technical changes;
 - To update the CPD Microcredential Module to reflect changes in relevant laws and regulatory requirements;
 - To make changes to a CPD Microcredential Module as notified by us to you (see section 5).
- 7.6. We will contact you in advance to tell you we will be suspending provision of a CPD Microcredential Module, unless the problem is urgent or an emergency. You may contact us to end the contract for a CPD Microcredential Module if we suspend it or tell you we are going to suspend it and we will refund any sums you have paid in advance for part of the CPD Microcredential Module that you have paid for but not received.



8. Your rights to end the contract

- 8.1. You can always end your contract with us. Your rights when you end the contract will depend on what you have applied for, how we are performing and when you decide to end the contract:
- If you want to end the contract because of something we have done or have told you we are going to do, see section 8.2;
 - If you have just changed your mind about a CPD Microcredential Module, see section 7.3. You will be entitled to a full refund if you cancel within the 14-day Cancellation Period.
 - In all other cases (if we are not at fault and the Cancellation Period has ended), see section 8.3.
- 8.2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out in (a) to (e) below, the contract will end immediately, and we will refund you in full for any part of a CPD Microcredential Module that you have accepted a place on and paid for but not received. The reasons are:
- We have told you about an upcoming change to a CPD Microcredential Module or these terms which you do not agree to (see section 6.2);
 - We have told you about an error in the fees or description of a CPD Microcredential Module you have applied for and you do not wish to proceed;
 - There is a risk that provision of a CPD Microcredential Module may be significantly delayed because of events outside our control;
 - We have suspended provision of a CPD Microcredential Module for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than three months; or
 - You have a legal right to end the contract because of something we have done wrong.
- 8.3. Exercising your right to change your mind (Consumer Contracts Regulations 2013). You have a legal right to change your mind within 14 days and receive a refund. If you are cancelling within the 14-day Cancellation Period, then please let us know by a clear statement in writing by emailing studentsupport@online.essex.ac.uk. Please provide your name, CPD Microcredential Module title, phone number and email address. You may also use the [Model Cancellation Form](#). The use of the model cancellation form is not obligatory. To meet the cancellation deadline you must tell us you wish to cancel before the end of the Cancellation Period.
- 8.4. Ending the contract where we are not at fault and the Cancellation Period has ended:
- You can withdraw from your CPD Microcredential Module at any time but you do not have a right to receive a refund if you change your mind once the 14-day Cancellation Period ends. Please see section 9.1.
 - If you decide to withdraw from the CPD Microcredential Module after the end of the 14-day Cancellation Period, then no refund will be made.

9. How to withdraw from your CPD Microcredential Module and end your contract

- 9.1. To withdraw from your CPD Microcredential Module, and end the contract with us, please let us know in writing by emailing us at studentsupport@online.essex.ac.uk. Please provide your name, CPD Microcredential Module title, phone number and email address.
- 9.2. If you want to end your contract with us during the 14-day Cancellation Period then please see section 8.2.
- 9.3. If you withdraw from your CPD Microcredential Module within the 14-day Cancellation Period, we will refund you for any Tuition Fees paid by the method you used for payment. However, after the 14-day Cancellation Period has ended no further refund will be made. Please note that refunds will be made to the original tuition fee payer within 21 days of the receipt of the request for a refund.

10. Our rights to end the contract

- 10.1. We may end the contract if you break it. We may end the contract for a CPD Microcredential Module at any time by writing to you if you:



- a. Provided false documents, or information that is misleading or inaccurate which is sufficiently serious to have affected our offer of a place on your CPD Microcredential Module;
 - b. Failure to meet the requirements of the [Rules of Assessment for Taught Postgraduate Modular Study](#);
 - c. Have not complied with our policies, those of the University of Essex or you are guilty of inappropriate conduct or are acting in a way that detrimentally affects the learning of others.
- 10.2. We may withdraw a CPD Microcredential Module. We will notify you of this as soon as possible and try to minimise any adverse impact on you. An alternative Start Date or full refund will be offered.
- 10.3. We have developed a [Student Protection Plan](#), approved by the Office for Students, and a [Refund and Compensation Policy](#) which sets out the circumstances in which we will refund Tuition Fees and other relevant costs to students and provide compensation where necessary if we are no longer able to preserve continuation of study.
- 11. If there is a problem**
- 11.1. If you have any questions or complaints about a CPD Microcredential Module, please contact us. You can call us on +44 (0)1206 489 358 or email us at enquiries@online.essex.ac.uk
- 11.2. Please follow the link to see our [Complaints Policy](#).
- 11.3. We are under a legal duty to provide CPD Microcredential Modules that are in conformity with this contract. Nothing in these terms will affect your legal rights.
- 12. Tuition Fees and payment**
- 12.1. CPD Microcredential Module Tuition Fees are advertised on our [website](#). Tuition Fees include the cost of all core e-books, if applicable. The applicable Tuition Fees for your CPD Microcredential Module will be shown on your payment plan.
- 12.2. Tuition Fees are reviewed annually. We reserve the right to increase Tuition Fees for current students in line with the RPI-X index and apply applicable sales taxes.
- 12.3. It is always possible that, despite our best efforts, some of our CPD Microcredential Modules may be incorrectly priced or you have been given inaccurate figures in your payment plan. If you think a payment plan is wrong, please contact us promptly to discuss it.
- 12.4. All payments must be made via our online payment portal, Flywire. All payments made in respect of any Tuition Fees and other charges must be made in pounds sterling. Any currency conversion costs or other charges raised by the remitting bank when making a payment shall be borne by you or the third party making the payment on your behalf. Refunds will be paid in pounds sterling with the charges by the remitting bank being borne by us.
- 12.5. If you withdraw from your CPD Microcredential Module after 14 days you and want to retake your CPD Microcredential Module at a later date, you will be charged for the module in full at the current advertised rates on our website, which may be higher than your original module fee.
- 12.6. CPD Microcredential Module Tuition Fees are charged on a per module basis.
- 12.7. If you are in arrears at the end of your CPD Microcredential Module, we reserve the right to withhold your certificate of completion until the debt has been cleared. If you wish to progress or transfer onto another CPD Microcredential Module or Course, any outstanding fees must be paid before you can start the new CPD Microcredential Module or Course.
- 12.8. The Alumni discount can be applied to CPD Microcredential Module Tuition Fees.
- 12.9. The Up-front payment discount or any other discounts and scholarships are not applicable to CPD Microcredential Modules.
- 12.10. We have a [Debt Management Policy](#) with the aim of minimising levels of student debt and allowing us to continue to invest in the provision of high quality online higher education. The policy specifically covers the collection of Tuition Fees and charges payable to University of Essex Online by current and former students.



13. Our responsibility for loss or damage suffered by you

- 13.1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the application process.
- 13.2. We are not liable for business losses. We only provide CPD Microcredential Modules for domestic and private use. If you use a CPD Microcredential Module for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.3. Neither the University or Kaplan shall be liable to you for any direct, indirect, incidental, special or consequential damages, cost and claims regarding the lack of recognition of your Programme and/or the mode of online delivery of your Programme by any third person (including without limitation any government, state or local authorities and prospective employers) in any country, state or jurisdiction.

14. How we may use your personal information

- 14.1. We will use the personal information you provide to us:
- To provide CPD Microcredential Modules to you;
 - To process your payment for a CPD Microcredential Module;
 - If you agreed to this during the enquiry process to inform you about similar CPD Microcredential Modules that we provide, but you may stop receiving these at any time by contacting us.
- 14.2. We will share your personal information with:
- Other companies that are under the same ownership as us;
 - The University of Essex, other business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you;
 - Professional, statutory and regulatory bodies;
 - Advertisers and advertising networks that require the data to select and serve relevant adverts to you and others. We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in SW1). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience;
 - Analytics and search engine providers that assist us in the improvement and optimisation of our website;
 - Local representatives who may contact you directly on our behalf in some countries.

15. Technology

- 15.1. You will need the following essentials to participate in one of our online CPD Microcredential Modules:
- Access to a PC or laptop and webcam;
 - Headset with microphone;
 - Ability to connect to the internet via a broadband connection;
 - Word processing software, for example Open Office.
- 15.2. The above list is not exhaustive, and you may need access to additional equipment and/or software to study specific CPD Microcredential Modules. If this is the case, it will be specified on our website and you will be advised of any additional requirements prior to the start of the CPD Microcredential Module.
- 15.3. Our learning platform supports all the major modern browsers. However, for optimum performance we recommend that you use the latest version of Chrome. Our learning platform does not support versions of Internet Explorer 9 or below.



- 15.4. Your web browser may have active pop-up blockers to suppress unwanted advertising. Similarly, you may be behind a content-blocking device such as a firewall. It may be necessary to reconfigure or disable these. If you are accessing the learning platform from work or in a public place you may have to contact the system administrator to do this.
- 15.5. Computer equipment and internet access costs. These are not included in our Tuition Fees and are your responsibility.
- 16. Other important terms**
- 16.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happened and we will ensure that the transfer does not affect your rights under this contract.
- 16.2. CPD Microcredential Modules are not transferable between students.
- 16.3. Students must not make their online passwords available to any third parties.
- 16.4. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 16.5. 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.
- 16.6. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 16.7. These terms are governed by English law and you can bring legal proceedings in respect of a CPD Microcredential Module in the English courts. If you live in Scotland you can bring legal proceedings in respect of CPD Microcredential Module in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of CPD Microcredential Module in either the Northern Irish or the English courts.