

Open Study College - Terms and Conditions of Scholarship Programme

These terms and conditions (“Terms”) outline the Terms on which Open Study College (“OSC”) supply the courses (the “Course(s)”) and course materials (the “Course Materials”) listed on our website <http://www.openstudycollege.com> (“Website”) to you via the OSC Scholarship Programme.

Please read these Terms carefully before completing your application for the Scholarship Programme. The Terms tell you who we are, how we will provide the Courses and Course Materials to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

The OSC Scholarship programme has been developed to support people who have had their careers impacted by COVID-19. The programme is only available to permanent UK residents.

1. All successful scholarship applications are subject to rigorous judging panel and supporting evidence may be requested. The judging panel also reserve the right to remove the scholarship if deemed necessary, and their decision is final.
2. If successful in your application onto the Scholarship Programme you agree to contributing to a case study to be used across our digital and printed channels including for Social media and PR purposes.
3. If you are successful in achieving an OSC scholarship, you are obliged to complete the course within the given timescales. OSC commit to checking in with Scholarship students on a regular basis to ensure you are fully supported throughout your studies.
4. If your circumstances change or you are experiencing any difficulties with your course, you must contact our student services at the earliest opportunity.
5. If you do not complete the course you are obliged to cover the cost of the course.

1. INFORMATION ABOUT US

1.1 www.openstudycollege.com is a Website operated by OSC (“we”, “us”). OSC is a limited company registered in England and Wales under company number 06349148 and has its registered office at 1760 Solihull Parkway, Birmingham Business Park, Birmingham B37 7YD.

1.2 You can contact us by telephoning us at 03300 563100, or by writing to us at info@openstudycollege.com or 1760 Solihull Parkway, Birmingham Business Park, Birmingham B37 7YD.

1.3 We are registered as a data controller on the Data Protection Register as required by the Data Protection Act 2018 and the General Data Protection Regulation (registration number Z134852X).

2 OUR RIGHTS TO MAKES CHANGES/SUSPEND SUPPLY

2.1 We may change a Course: (a) to reflect the changes to the relevant syllabus and any relevant laws and regulatory requirements; and/or (b) to implement adjustments, improvements and updates.

2.2 These changes may impact the delivery, and your use of the Course as set out within Clause 6.3.

2.3 We may suspend the supply of a Course: (a) to deal with technical problems or make minor technical changes; (b) to update the Courses to reflect the changes to the relevant syllabus and any relevant laws and regulatory requirements; and (c) if you are paying via our “Monthly Payment Plan”) and you do not pay us for the Courses when you are supposed to and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the Courses until you have paid us the outstanding amounts.

2.4 We will contact you to tell you when we are suspending supply of the Courses.

3. LIABILITY and INDEMNITY

3.1 The Courses and Course Materials are provided on an “as is” basis without any warranties, representations or conditions of any kind. OSC and its suppliers, to the fullest extent permitted by law, disclaim all warranties, including the warranty of merchantability, non-infringement of third party rights and the warranty of fitness for a particular purpose. OSC and its suppliers make no warranties about the accuracy, reliability, completeness or timeliness of the Courses or Course Materials.

3.2 Our total aggregate liability for any loss or damage arising out of, or in connection with use of the Courses, Course Materials or this Website will not exceed the actual payment received by us from you for the Courses.

3.3 We will not be liable in any way for any increased costs or expenses, loss of profit, data, earnings, business, contracts, revenues or expected savings or any special indirect or consequential damage whatsoever arising out of any provision or use of the Courses, Course Materials or this Website or of any error or defect in them or of the performance non-performance or delayed performance of the Courses, Course Materials or this Website by us.

3.4 Notwithstanding any other terms and conditions, we do not attempt to exclude or limit our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation or for any matter which it would be illegal for us to exclude or attempt to exclude liability.

3.5 Where you are a business customer, you agree to defend, indemnify and hold harmless OSC and its partners, its employees and agents, from and against any claims, liabilities, damages, costs, actions or demands, including without limitation reasonable legal and accounting costs, alleging or resulting from your use or misuse of the Website the Courses and Course Materials or your breach of these Terms.

3.6 Nothing in this Clause 22 shall affect your statutory rights where you are a consumer.

4. INTELLECTUAL PROPERTY

4.1 All copyright and other intellectual property rights relating to the Courses and any Course Materials are either owned by or licensed to OSC. Copying, adapting, reproducing, selling, distributing, modifying or any other use of all or any part of it without permission is strictly prohibited.

5. WRITTEN COMMUNICATIONS

5.1 When using our Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you

electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

5.2 All formal notices from you are required to be sent by email or letter. A letter shall be delivered at our registered offices by recorded delivery post. If the notice is not returned as undelivered it will be deemed to have been given 3 working days after it was sent.

6. CONFIDENTIALITY

6.1 In all cases, we will only communicate with the registered student unless we have written permission from that student to speak to a third party on their behalf.

7. EVENTS OUTSIDE OUR CONTROL

7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to provide the Courses, Course Materials or this Website that is caused by events outside our reasonable control.

7.2 OSC is not liable for external third party costs, including examination fees unless stated.

8. OUR RIGHT TO VARY THE TERMS AND CONDITIONS

8.1 We have the right to revise and amend these Terms from time to time. Any such changes will be published on our Website.