

# DLCentre Limited - Terms & Conditions of Sale

The following terms and conditions (“the Conditions”) are the terms on which DLCCENTRE LIMITED (“DLC” or “The Company”) offers and sells to the buyer (“the Buyer”) and the Conditions supersede all other terms and conditions relating to the subject matter of these Conditions. Any sale agreement (“the Agreement”) between DLC and the Buyer shall be governed by these Conditions. Any variation to this clause must be by prior agreement in writing by DLC by post or email (“in writing”).

## SERVICES

The description and quantity of the Services (“the Services”) shall be as set out on the DLC website (“the Website”). The service (“the Service”) shall be the specific combination of Services in the Agreement between DLC and the Buyer. In some cases, the Service may include postal delivery of resource materials (e.g. a CDROM).

## REFERENCES

Certain Services require the Buyer to provide a reference (“the Reference”) details of which are provided in the description of the Service on the Website.

## ACCURACY

Every effort has been made to ensure that the Services are described as accurately as possible. DLC will make every effort to ensure that the information on the Website is accurate and up to date.

However, we disclaim all liabilities resulting from the following: i) technical problems resulting in errors (including pricing errors) or interruptions of the website, due to server upgrades or otherwise. In the unlikely event that a product's correct price is higher than that shown, we will contact you to see if you still wish to proceed with the order, ii) incompatibility of the website with your hardware, software or telecommunication links, iii) failure of the website to meet your requirements.

## PRICING

The price (“the Price”) is quoted in pounds sterling. The Price for the Services may change from time to time, without prior notice. In the event of a change in the Price, the price contracted with the Buyer in the Agreement will be maintained, except under exceptional circumstances, when notification of the change will be provided to the Buyer a minimum of one month in advance.

Changes to fees levied on the Company by external Examining or Awarding Bodies (for example, but not limited to, individual Registration or Accreditation Fees) are not under the reasonable control of DLC and these changes will be passed on directly to the Buyer. Notification of any changes will be provided to the Buyer in advance in writing.

## PAYMENTS

The Service shall not commence until the first payment is received and shall commence within two weeks of the receipt of the payment or receipt of the Reference (if required), whichever is the later. The decision to commence the Service prior to DLC receiving the Reference is at the Buyer's discretion.

All amounts due are payable in the currency billed by credit transfer/standing order or cheque/draft drawn on any European Bank to the DLCentre Bank Account(s). DLC also accepts payment by MasterCard Visa, Maestro (UK and non UK issued), Visa Electron (UK and non UK issued), Visa Debit and Solo.

## OVERDUE OR UNPAID ACCOUNTS

DLCentre Ltd reserves the right to recover overdue payments or unpaid accounts (“the Debt”) by whatever legal means we see fit. Interest may be charged at the rate of 2% per month on overdue balances. All costs, including legal expenses, incurred in the recovery of overdue balances will be payable by the customer.

Failure to settle overdue accounts may result in an interruption to the Service.

## TERMINATION OF THE SERVICE BY DLC

The Buyer is liable for any losses resulting from termination of the service by DLC as a result of: i) the Reference being unsatisfactory or ii) evidence of plagiarism in any work submitted by the Buyer that is presented as original

work. Judgement that there are reasonable grounds for termination of the Service is entirely at the discretion of DLC.

#### REFUNDS

DLC shall not refund payments made for the Service in the event of: i) the Buyer being dissatisfied or perceiving that the Service is not suitable for the Buyer's requirements, ii) the Buyer failing to fulfil their commitment to the Service (for example, but not limited to, failure to submit work for marking or to answer or respond regularly to communication from the tutor) iii) the Buyer failing to cancel recurring payments that are under the Buyer's control (for example, but not limited to, recurring Standing Orders) or iv) termination of the Service by DLC having judged that there are reasonable grounds for termination.

Refunds may be permitted, at DLC's discretion, if the Buyer is able to demonstrate a failure of DLC to deliver the Service as detailed in the Agreement or if recurring payments that are under the control of DLC have not been cancelled due to negligence.

#### DISCLAIMER

DLC shall not be held liable in any way for default, loss of trade or profit occurring to the customer in the event of delivery of the Service being frustrated or delayed for any reason including but not limited to: fire, flood, accidents, riots, lockouts, trade disputes, acts or restraints of governments, the imposing of restrictions on exploration or from other causes not within reasonable control of the Company.

The maximum liability of DLC to the Buyer shall not exceed the cost of the goods supplied. In no event shall DLC be liable to the Buyer for incidental, indirect, consequential or special damages.

#### GENERAL

DLC reserves the right to withhold the Service in the event of any breach of these terms and conditions of for any other reason which at the discretion of the Company warrants such action.

If any term or provision of the Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Conditions shall continue in full force and effect as if the Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

The headings in the Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

Each of the parties agrees that save in respect of statements made fraudulently, it shall have no remedy in respect of any untrue statement upon which it relied in entering the Agreement and that its only remedies shall be for breach of contract.

#### GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales.

#### RIGHTS OF CONSUMER

Nothing in these Conditions shall affect the statutory rights of a consumer.