



opc assessment

Practice Tests

Terms & Conditions

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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PLACING AN ORDER

PLEASE NOTE IMMEDIATELY UPON COMPLETION OF YOUR ORDER, YOU WILL RECEIVE AN EMAIL WITH INSTRUCTIONS FOR HOW TO OBTAIN AND OPEN YOUR PRACTICE TEST. YOU ACKNOWLEDGE THAT YOU WILL NOT BE ABLE TO CHANGE YOUR MIND, WITHDRAW FROM THE CONTRACT AND RECEIVE A REFUND ONCE THE SUPPLY OF THE PRACTICE TEST HAS BEGUN.

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply practice test products to you (the "practice tests").
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide practice tests 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 **Who we are.** We are OPC Assessment Limited, a company registered in England under number 4026260 with registered office at One Wellstones, Watford, Hertfordshire, WD17 2AE. Our registered VAT number is 773 6002 37.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01923 23464 or by writing to us at admin@theopc.co.uk or One Wellstones, Watford, WD17 2AE.
- 2.3 **How we may contact you.** If we have to contact you, we will do so by writing to you at the email address you provided to us in your order.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the practice test. This might be because we have identified an error in the price or description of the practice test.

4. PROVIDING THE PRACTICE TESTS

- 4.1 We will make the practice test available to you as soon as we can following acceptance of your order.
- 4.2 **We are not responsible for delays outside our control.** If our supply of the practice test is delayed by 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 of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any practice tests you have paid for but not received.



- 4.3 **What will happen if you do not give required information to us.** We need a valid email address from you so that we can send you the practice test. It is your responsibility to check this as we will only send the practice test to the address you provide. We will not be responsible for supplying the practice test late (or to a different email address) if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

5. YOUR RIGHTS TO END THE CONTRACT

- 5.1 You can end your contract with us:
- 5.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the practice test repaired or replaced or to get some or all of your money back), see clause 6; or
 - 5.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see clause 5.2.**
- 5.2 **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 at clauses 5.2.1 to 5.2.4 below, the contract will end immediately and we will refund you in full for any practice tests which have not been provided. The reasons are:
- 5.2.1 we have told you about an error in the price or description of the practice test you have ordered and you do not wish to proceed;
 - 5.2.2 there is a risk that supply of the practice tests may be significantly delayed because of events outside our control;
 - 5.2.3 we have suspended supply of the practice tests for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or
 - 5.2.4 you have a legal right to end the contract because of something we have done wrong.
- 5.3 Please note, for most products bought online you have a legal right to change your mind and receive a refund within 14 days. **However, you do not have a right to change your mind in respect of a practice test after you have started to access this. [Since we deliver the digital content to you immediately with acceptance of your order, and you agreed to this when ordering, you will not have a right to change your mind and receive a refund if you simply change your mind following receipt of the email and pdf test.]**

6. IF THERE IS A PROBLEM WITH THE PRACTICE TEST

- 6.1 **How to tell us about problems.** If you have any questions or complaints about the practice test, please contact us. You can telephone our customer service team at 01923 234646 or write to us at admin@theopc.co.uk or One Wellstones, Watford, WD17 2AE.
- 6.2 **Summary of your statutory legal rights as a consumer.** We are under a legal duty to supply practice tests that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the practice test. Nothing in these terms will affect your statutory legal rights as a consumer.



Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

As your product is **digital content**, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

7. HOW TO END THE CONTRACT WITH US

- 7.1 **Tell us you want to end the contract.** To end the contract with us in accordance with these Terms and Conditions, please let us know by calling customer services on 01923 234646 or email us at admin@theopc.co.uk or One Wellstones, Watford WD17 2AE. Please provide your name, details of the order and your email address.
- 7.2 **How we will refund you.** We will refund you the price you paid for the practice tests, by the method you used for payment.

8. PRICE AND PAYMENT

- 8.1 **Where to find the price for the practice test.** The price of the practice test (which includes VAT) will be the price indicated on the order pages when you placed your order. We take reasonable care to ensure that the price of the practice test advised to you is correct. However please see clause 8.2 for what happens if we discover an error in the price of the practice test you order.
- 8.2 **What happens if we got the price wrong.** It is always possible that, despite our efforts, some of the practice tests we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the practice test's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the practice test's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 8.3 **When you must pay and how you must pay.** You must pay for the practice tests in full before you receive them. All payments are to be made through our website through our third party payment provider, Sage Pay.
- 8.4 **What to do if you think an invoice or payment request is wrong.** If you think an invoice or payment request is wrong, please contact us immediately to let us know.

9. INTELLECTUAL PROPERTY

- 9.1 We are not selling to you any ownership of the practice tests or any associated materials; only the right to use a copy supplied for the purpose supplied as set out in these Terms and Conditions.



- 9.2 We are the owner or the licensee of all intellectual property rights in the practice tests and any other products and associated materials supplied to you under this contract. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 9.3 We grant to you a limited, revocable, non-transferable, non-sublicensable licence and right to use the practice test and any associated materials as a practice tool for your own personal use and you are allowed to print off copies of the practice test strictly for this purpose only. You shall not make copies of the practice test or any associated materials beyond what is necessary for this purpose.
- 9.4 Except as permitted under clause 9.3, you must not reproduce, copy, modify, vary, disclose, disseminate, supply, sell, license, distribute, re-utilise, publish, post, broadcast, transmit or make available to third parties the paper or digital or other copies of the practice test or any associated materials you have printed off or downloaded.
- 9.5 **IF YOU USE THE PRACTICE TEST AND ASSOCIATED MATERIALS IN BREACH OF THESE TERMS AND CONDITIONS, YOUR RIGHT TO USE THE PRACTICE TEST AND ASSOCIATED MATERIALS WILL CEASE IMMEDIATELY AND YOU MUST, AT OUR OPTION, RETURN OR DESTROY ANY COPIES OF THE PRACTICE TEST AND ASSOCIATED MATERIALS YOU HAVE MADE, AND WE MAY SEEK COMPENSATION FROM YOU FOR ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES WE REASONABLY SUFFER OR INCUR (INCLUDING WITHOUT LIMITATION FOR ANY LOSS OF REVENUE AND LOSS OF PROFITS).**

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 10.1 **We are responsible to you for foreseeable loss and damage caused by us.** 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 sales process.
- 10.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the practice tests as summarised at clause 6.2; or for any other liability which cannot be excluded or limited by applicable law.
- 10.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.
- 10.4 **We are not liable for business losses.** We only supply the practice tests to consumers for domestic and private use. If you use the practice tests for any commercial, business or re-sale purpose, then other than as set out in clause 10.2:
- 10.4.1 we will have no liability (whether in contract, tort, negligence, misrepresentation, restitution or any legal basis for claim) to you for any: (a) indirect or consequential loss; (b) loss of profit; (c) loss of revenue; (d) loss of business; (e) loss of contracts; (f) business



interruption; (g) loss of business opportunity; (h) loss of use of money; (i) loss of anticipated savings; (j) loss of goodwill; (k) loss of reputation; (l) ex gratia payments; (m) loss of operation time; or (n) loss of, damage to or corruption of, data; whether or not those losses were reasonably foreseeable or we or our agents had been advised of the possibility of you incurring those losses; and

10.4.2 our total aggregate liability for all causes of action arising in respect of this contract (whether in contract, tort, negligence, misrepresentation, restitution or any legal basis for claim) shall be limited to the greater of: (a) [£100]; or (b) 110% of the total sums paid and total other sums payable, in aggregate, by you to us under this contract.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 11.1 **How we will use your personal information.** We will use the personal information you provide to us:
- 11.1.1 to supply the practice tests to you;
 - 11.1.2 to allow Sage Pay to process your payment for the practice tests; and
 - 11.1.3 if to ask for your feedback on the practice tests and our customer service and to make use of any feedback you provide.
- 11.2 Please see our [Privacy Notice](#) which sets out further information about how we use your personal information and your rights with regards to your personal information.

12. OTHER IMPORTANT TERMS

- 12.1 **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.
- 12.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses and sub-clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses and sub-clauses will remain in full force and effect.
- 12.3 **Even if we or you delay in enforcing this contract, we and you can still enforce it later.** If we or you do not insist immediately that you or we do anything you or we are required to do under these terms, or if we or you delay in taking steps against you or us in respect of your breaking this contract, that will not mean that you or we do not have to do those things and it will not prevent us or you from taking steps against you or us at a later date.
- 12.4 **Which laws apply to this contract and where you may bring legal proceedings?** These terms are governed by English law and you can bring legal proceedings in respect of the practice tests in the English and Welsh courts. If you live in Scotland, you can bring legal proceedings in respect of the practice tests in either the Scottish or the English or Welsh courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the practice tests in either the Northern Irish or the English or Welsh courts.
- 12.5 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you



having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider we use. You can submit a complaint to ADR Group via their website at <http://www.consumer-dispute.co.uk/>. ADR Group will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>

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