

# Home Study Gold Application Form - 2010

## Qualified Lawyers Transfer Test - South Africa

<b>Personal Details</b> Mr/Mrs/Miss/Ms Surname ..... First name(s) ..... Home address ..... ..... Postcode ..... Daytime telephone number ..... Mobile telephone number ..... Email address ..... Qualifying Jurisdiction ..... Employer's name:..... Employer's address:..... ..... Postcode:..... DX:.....	<b>Authorisation to Invoice Employer</b> Authorising Manager ..... Job title ..... Daytime tel: ..... Email (print) ..... Signature ..... PO No (if required) ..... Payment Terms: 30 days  Please address receipt to: <input type="checkbox"/> My employer <input type="checkbox"/> Myself Please send my QLTT Study Manual(s) to: <input type="checkbox"/> Office <input type="checkbox"/> Home Study Manuals will be sent by BPP Learning Media.
A copy of your Certificate of Eligibility must be provided to QLTT Client Services before you sit the Test(s).	

Please tick

### Head I - Property

<b>Home Study Gold - £1006.25 (inc.VAT)</b> <input type="checkbox"/>	
<b>Test</b>	24 Mar 2010 <input type="checkbox"/>
	01 Dec 2010 <input type="checkbox"/>

Please tick

### Head III - Professional Conduct & Accounts

<b>Home Study Gold - £888.75 (inc.VAT)</b> <input type="checkbox"/>	
<b>Test</b>	26 Mar 2010 <input type="checkbox"/>
	03 Dec 2010 <input type="checkbox"/>

Please tick

Prices are inclusive of VAT where applicable. VAT has been calculated at 17.5%, the VAT rate with effect as of 01 January 2010.

### Head IV - Principles of Common Law

<b>Home Study Gold - £689 (inc.VAT)</b> <input type="checkbox"/>	
<b>Test</b>	25 Mar 2010 <input type="checkbox"/>
	02 Dec 2010 <input type="checkbox"/>

Please tick

<b>Registration Fee</b>	£207 (inc.VAT) <input type="checkbox"/>
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Please tick

*The Registration Fee is payable by all applicants and entitles you to sit as many Tests as you wish within the 12 month period following registration*

**Learning Support:** BPP is committed to equal opportunities and diversity of access. To help us meet your needs, please specify any special arrangements you may need to assist your studies. Please also enclose the necessary supporting medical documentation or other evidence that is less than 12 months old.

Please specify .....

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Delivery Charge - Study Manuals	Number of Heads			
	1	2	3	4
South Africa	£20 <input type="checkbox"/>	£35 <input type="checkbox"/>	£50 <input type="checkbox"/>	£65 <input type="checkbox"/>

#### METHOD OF PAYMENT

- MASTERCARD/VISA: Valid From: ...../...../..... Expiry Date: ...../.....  
 Cardholder's name (as it appears on the card) .....  
 Card No: ...../...../..... Security Code (last three digits on the signature strip) .....
- MAESTRO/DELTA: Valid From: ...../...../..... Expiry Date: ...../..... Cardholder's name (as it appears on the card) .....  
 Card No: ...../...../..... Issue No: ..... Security Code (last three digits on the signature strip) .....
- CHEQUE enclosed - payable to BPP Professional Education Amount £ .....

BPP Professional Education, 5th Floor, Boulton House, Chorlton Street, Manchester, M1 3HY. DX 709000 Manchester 62  
 Tel: +44 (0)161 244 6300 Fax: +44 (0)161 237 9650 email: qltt@bpp.com or www.bpp.com/qltt

I, the above named, agree to abide by the Terms and Conditions of BPP Professional Education Ltd.  
 Signed ..... Date .....

# Terms & Conditions

These Terms and Conditions and the Application Form comprise the agreement pursuant to which BPP Professional Education Ltd provides QLTT Courses of Study (including Classroom Courses, Mock Tests and Home Study Programmes and any associated Course Notes) and Tests and BPP Learning Media Ltd supplies QLTT Study Manuals to the candidate ('the Agreement').

## 1. Payment Terms

1.1 Full payment or authorisation to invoice an employer must accompany the Application Form. Candidates will not be permitted to participate in a QLTT Course of Study without either full payment being made or authorisation to invoice an employer.

1.2 Full payment or authorisation to invoice an employer is required when any QLTT Study Manuals are ordered and prior to any QLTT Study Manuals being despatched by BPP Learning Media Ltd.

1.3 BPP Professional Education Ltd acts as agent for BPP Learning Media Ltd in collecting payments for any QLTT Study Manuals supplied under the Agreement.

1.4 Where BPP Professional Education Ltd has received authorisation to invoice an employer, the following payment terms apply:

- Full payment is due within 30 days of the date of the invoice.
- Payment is due immediately if booking is made less than 30 days before the start date of the QLTT Course of Study or the date of the Test.
- If BPP Professional Education Ltd fails to receive full payment of the invoice by the start date of the QLTT Course of Study or the date of the Test, the candidate may be refused entry to the QLTT Course of Study/Test.
- BPP Professional Education Ltd and BPP Learning Media Ltd reserve the right to charge late payment interest on any outstanding invoices at a rate of 8% above the Bank of England base rate.
- BPP Professional Education Ltd and BPP Learning Media Ltd reserve the right to recover any reasonable debt collection costs in connection with the Agreement.
- The employer is liable for all unpaid invoices.

1.5 BPP Professional Education Ltd will not release a candidate's Test results until all outstanding balances are paid in full.

## 2. QLTT Study Manuals and Course Notes

2.1 All QLTT Study Manuals are supplied to the candidate by BPP Learning Media Ltd. Any queries in relation to the despatch of QLTT Study Manuals should be directed to learningmedia@bpp.com.

2.2 BPP Learning Media Ltd will despatch QLTT Study Manuals to the candidate on receipt of full payment or authorisation to invoice an employer in accordance with the following delivery guidelines.

- UK: delivery within approximately 5-7 working days of despatch;
- Europe: delivery within approximately 6-8 working days of despatch; and
- Rest of the world: delivery within approximately 10-12 working days of despatch.

2.3 BPP Learning Media Ltd will refund the cost of any QLTT Study Manuals (less postage and packaging) if returned by the candidate to BPP Learning Media Ltd, 17 Fairway Drive, Greenford, Middlesex, UB6 8PW within 14 days of receipt in a re-saleable condition. Proof of postage must be obtained by the candidate and produced in the event of any query.

2.4 BPP Learning Media Ltd must be notified within 14 days of receipt of QLTT Study Manuals of any queries, complaints or short deliveries.

2.5 Course Notes will be provided by BPP Professional Education Ltd to the candidate in advance of, or during, the QLTT Course of Study.

## 3. QLTT Courses of Study and Tests

3.1 Candidates must bring any relevant course joining instructions to all sessions of a Classroom Course, Mock Test and Test. Failure to bring joining instructions may lead to candidates being refused entry.

3.2 BPP Professional Education Ltd reserves the right to cancel, reschedule, or change the location of a Classroom Course, Mock Test or Test if, in the opinion of BPP Professional Education Ltd, such an action is necessary. BPP Professional Education Ltd will notify the candidate as soon as the change is made. In such circumstances, the candidate has the option to reschedule the Classroom Course, Mock Test or Test, apply the fees to another QLTT Course of Study or Test, or to receive a refund or credit note for the fees paid.

3.3 Under no circumstances are QLTT Courses of Study, Course Notes, Mock Tests or QLTT Study Manuals transferable between candidates.

3.4 All cancellations and deferrals must be made in writing, sent by email or post to QLTT Client Services.

3.5 Provided that at least 14 days' notice of a cancellation of a QLTT Course of Study (excluding Home Study Programmes) or Test is provided to BPP Professional Education Ltd, a refund will be payable (less a deduction for the QLTT Study Manual of £125, where applicable, and a cancellation fee of £100 plus VAT). For cancellations notified less than 14 days prior to the QLTT Course of Study or Test, no refunds will be given.

3.6 For deferrals of any QLTT Course of Study or Test, a deferral fee of £50 plus VAT is payable per deferral.

3.7 A Home Study Programme may be cancelled within 7 days of issue of password details and a refund will be payable less a deduction for the QLTT Study Manual of £125 and a cancellation fee of £100 plus VAT. Home Study Programmes are non-refundable 7 days after the issue of password details.

3.8 BPP Professional Education Ltd will charge a fee of £50 plus VAT for any dishonoured cheques or for letters for Visa requirements.

3.9 The Registration Fee is payable upon application for the Test(s) and permits candidates to sit any number of Tests within the 12 month period following registration.

3.10 Candidates will be examined on the law as it stands on the day of the Test(s). It is the sole responsibility of candidates to ensure familiarity with the law.

## 4. Intellectual Property

4.1 BPP Learning Media Ltd (as appropriate) and BPP Professional Education Ltd (as appropriate) grant the candidate a non-transferable, non-exclusive licence to use their products under the terms of the Agreement.

4.2 This licence terminates upon termination of the Agreement for whatever reason.

4.3 The candidate warrants that they shall only use the products of BPP Learning Media Ltd (as appropriate) and BPP Professional Education Ltd (as appropriate) for their own educational purposes and shall not, without prior written consent, copy, make available, retransmit, reproduce, sell, disseminate, licence, distribute, publish, broadcast or otherwise circulate the products (or any part of them) to any person other than in accordance with the Agreement.

4.4 The candidate shall fully indemnify BPP Learning Media Ltd (as appropriate) and/or BPP Professional Education Ltd (as appropriate) in respect of any infringement of any intellectual property rights arising as a result of use of their products in breach of the Agreement.

## 5. Change of address or other contact details

Any change in a candidate's contact details, including the email address specified on the candidate's Application Form, must be provided in writing to QLTT Client Services at BPP Professional Education Ltd.

## 6. Security

Personal possessions are the sole responsibility of the candidate and BPP Professional Education Ltd accepts no responsibility for anything that is lost or stolen from a venue.

Candidates are advised to keep valuables with them at all times.

## 7. Notices

Any notices required to be served by BPP Professional Education Ltd or BPP Learning Media Ltd under the Agreement will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address notified by the candidate, at BPP Professional Education Ltd's discretion.

## 8. Limitation of Liability

8.1 The liability of BPP Professional Education Ltd and BPP Learning Media Ltd for direct losses arising out of their negligence (other than in respect of liability for death or personal injury), breach of contract or any other cause of action arising out of or in connection with the Agreement shall be limited to the cash receipts from the candidate (or employer) for the QLTT Course of Study or QLTT Study Manuals.

8.2 BPP Professional Education Ltd and BPP Learning Media Ltd shall not be liable for any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.

## 9. Warranty

9.1 BPP Learning Media Ltd (in respect of the QLTT Study Manuals) and BPP Professional Education Ltd (in respect of the Course Notes) warrants that QLTT Study Manuals and Course Notes will be of satisfactory quality but do not warrant that they will be error free.

9.2 BPP Learning Media Ltd (as appropriate) and Professional Education Ltd (as appropriate) warrant that they will perform any services under the Agreement with reasonable skill and care.

9.3 These warranties are provided in lieu of all other warranties express or implied which are hereby excluded to the fullest extent permitted by law.

## 10. Data Protection

10.1 Candidates agree that, in relation to information held from time to time, BPP Professional Education Ltd and BPP Learning Media Ltd may:

- Use the information to perform their obligations and enforce rights under the Agreement.
- Use the information to inform customers about courses, products or services which may be of interest to them.
- Share the information with BPP group companies to inform the candidate about other products or services which may be of interest to them.
- Use the information to inform candidates of feedback and Test results.

10.2 Candidates have the right to receive details of the personal information held by BPP Professional Education Ltd or BPP Learning Media Ltd. A fee of £20 will be payable.

10.3 In the event that candidates do not wish to receive correspondence from BPP Professional Education Ltd or BPP Learning Media Ltd, a written request should be sent to QLTT Client Services at BPP Professional Education Ltd.

## 11. Validity

If any provision of the Agreement is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent.

## 12. Jurisdiction

The parties to the Agreement irrevocably submit to the exclusive jurisdiction of the English Courts for the determination of disputes arising under the Agreement.