



Altior Standard Terms and Conditions Last revised May 2020

We are Barbri Altior part of BARBRI International Limited, a private company limited by shares, registered in Ireland (No. 527534) and a wholly owned subsidiary of BARBRI, Inc. (a Delaware USA corporation).

You can contact us by telephoning our customer service team on [029 2045 1000](tel:02920451000) or by writing to us at: infoaltior@barbri.com or 2nd Floor, Elgin House, 106-107 St. Mary Street, Cardiff, CF10 1DX.

Booking

For current course fees and dates, please refer to our website.

If you are booking the course for yourself, you are responsible for ensuring that the course selected is suitable for your level of experience and desired outcomes. Altior will not assume responsibility for your choice. Nor does it make any commitment to you that any particular outcome will be obtained from completion of the course and/or use of the study materials.

If a course registration/booking form is completed by an individual other than the named delegate, it is the responsibility of the person authorising the booking to ensure the course is suitable for the delegate. Receipt of your booking form does not guarantee a place on your chosen course. A place will only be secured, once payment terms have been fulfilled. Please see the relevant section below regarding payment terms.

Important note: Altior will deem the completion by you of a booking form / request, or a request by telephone, email or otherwise, as an intention on your part to form a legally binding agreement. Once we have acted upon your request by confirming your booking in writing, a legally binding agreement shall come into force between us.

We reserve the right to refuse attendance on a course if you have behaved unacceptably, including, but not limited to, any physical or verbal abuse towards staff.

Invoicing and Payment

Payment Terms

All amounts quoted exclude VAT (where applicable), except where stated otherwise.

Regardless of your method of booking, the fee for your chosen course / assessment can be found on the relevant page of our website and / or booking form and are quoted in pounds sterling. Note: In house course fees will be the subject of agreement on a case by case basis.

In the unlikely event that due to a technical error, the amount of the course fee displayed on the website or on the enrolment form is incorrect, Altior will notify you as soon as reasonably possible.

If you are paying the course fees yourself:

Payment is due immediately upon booking by credit/debit card or BACS.

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If your employer has agreed to be invoiced for the course fee:

The request to invoice your employer will only be accepted by Altior if your employer has provided authorisation for the booking and has been granted credit terms with Altior. Altior will review your booking request, carry out a credit check and invoice your employer directly within 3-5 working days. Requests for credit, and authorisation for the course to be booked, must be received in writing.

If credit terms are not approved, full payment will be required immediately upon notifying you of this. Full payment of the course/assessment fee, in cleared funds, will be due from your employer within 28 days from the date of the invoice. In the case of bookings made fewer than 28 days before the course / assessment start date, payment is due immediately upon booking.

Without prejudice to Altior's rights and remedies under these terms and conditions, if any sum payable by the employer is not paid on or before the due date Altior reserves the right to deny or suspend provision to you of the booked course and, if relevant, to withhold results and certificates.

Except in the case of frustration of the contract by Altior, the employer is and will remain fully liable for the payment of amounts due in all circumstances.

If a purchase order number is to be quoted on an invoice, it must be supplied at the time of the original booking as we are unable to amend an invoice once it has been raised. We reserve the right to charge a fee of £25+ VAT if the invoice needs to be reissued.

Altior reserves the right to charge interest at 4% per annum on overdue amounts.

Refunds made by Altior in accordance with our terms and conditions will be paid to the original payer. All deposits received are for the sole purpose of reserving a course place.

Funds received but not utilised or refunded in accordance with our terms and conditions will be forfeited to Altior.

Cancellations and Amendments

Distance selling regulations entitle delegates to a 14 day 'cooling-off' period. This means that any delegate securing a booking by telephone, internet or otherwise not in person will have 14 days in which to cancel their booking. If a delegate exercises his or her right to cancel during this 14 day period a full refund of all amounts already paid by the delegate or their employer will be refunded to the relevant party, after deduction of the cost of any services already performed by Altior.

Altior reserves the right to vary or cancel any course, and/or amend our fees and will accept no liability if this happens. In the event of there being insufficient numbers booked on a course, Kaplan Altior reserves the right to cancel or postpone the course and will notify you of this in advance. In the event we cancel, you can transfer to another course free of charge or receive a full refund of the course fee paid but Altior will not be liable for other expenses you may have occurred.

Unless you are cancelling in accordance with Clause 1, once we have accepted your booking you will remain liable for the fee in full in the event of cancellation by you. In most cases, however, delegates may be substituted onto courses free of charge provided that we are notified of the substitution prior to the start of the course. Substitution onto assessments may not be possible and requests will be considered on a case by case basis.

Subject to the additional terms below, requests to transfer received by us at least 28 days prior to the start of the course originally booked will be granted free of charge.

With the exception of Live Online courses, the Higher Rights of Audience training and assessment programmes, Trainee Litigation Programme, ACCA and CILEx Advocacy Qualification Scheme, (please refer to the relevant titled sections below) you may transfer, subject to availability, to alternative dates free of charge as long as we receive your transfer request at least 28 days prior to the start date of the course.

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Transfers requested within 28 days of the start date of the course will also be subject to availability and will attract a transfer fee of £50 plus vat for each day transferred (see below for separate charges applicable to courses where roles are allocated). This transfer fee will only be waived if the request is supported by relevant written medical evidence. Transfers will not be actioned until the transfer fee has been paid in full.

In the case of courses / assessments involving delegates being allocated a role, and granted advanced access to role specific resources, a transfer fee of £100 plus vat per day will apply to transfer requests received within 28 days of the start of the course. Details of courses where roles are allocated are flagged on our website.

All requests from delegates to cancel and/or transfer their course booking must be received in writing or using Altior's standard enquiry form which can be accessed via our website www.altior.co.uk.

In the case of non-attendance by a delegate on any day/live online session of a course/assessment, the fee for that day will be forfeited and not be refunded. The fee for any day/session re-booked will be calculated on a stand-alone (non-package) basis and must be paid before the new date/s can be booked. In the case of non-attendance due to medical or compassionate grounds which have been substantiated by relevant written evidence, transfers will be granted, subject to availability, free of charge.

Course Attendance and Certification

Altior will send all correspondence primarily via email to the email address provided on the booking form. If alternative details are received after the booking form has been submitted, they will supersede the original details and all future correspondence will be sent to the new address.

Certificates will always be sent by post to the nominated postal address. Mislaid certificates can be replaced for a fee of £25 plus vat.

It is the responsibility of the individual attending the course/assessment to ensure they have received joining instructions prior to the date of the course/assessment and to contact Altior to arrange for them to be reissued in the event of non-arrival within 7 days from the start date of the course/assessment.

It may be necessary, for reasons beyond the control of Altior, to change the content, timing, date or venue of the programme or trainer. In such circumstances delegates will be informed via email. It is the responsibility of the delegate to check for any such amendments prior to the course.

No results or certificate(s) will be issued whilst there is an overdue balance due to Altior on a firm's account (including interest on overdue balances and statutory compensation).

Live Online attendance will be monitored via an engagement monitoring facility and a moderator. If you appear not to be engaging with the session, we reserve the right to ask you to repeat the session if the course has a compulsory hours requirement and charge you for that repeat session.

Special Offers

1. No Altior special offer, promotion or discount can be used in conjunction with any other Altior special offer, promotion or discount.
2. A special offer, promotion or discount will not be applied retrospectively to any course/assessment booking.
3. Where a special offer, promotion or discount relates to a specific course/assessment/ date/venue, the offer cannot be applied to any different course/assessment date / venue. Transfers to courses / assessments, dates / venues not covered by the offer will incur a fee representing the difference between the full published price of the course / assessment and the discounted price as well as any transfer fees which may be applicable.
4. Where a special offer relates to multiple course bookings, all courses must be booked at the same time.

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5. Discounts offered, from time to time, to past delegates will only be honoured if the delegate can prove they have previously studied with us and we hold their record on our system. As with all discounts, past delegate discounts must be claimed by the delegate at the point of booking and cannot be applied retrospectively.

Additional Terms and Conditions

The following transfer fees will apply to Altior's Higher Rights of Audience training and assessment programme, Trainee Litigation Programme (TLP) and CILEx Advocacy Skills Course (training and assessment)

- i. Transfer requests received 60 days or more prior to the first day of the programme - no transfer fee will be payable
- ii. Transfer requests received fewer than 60 days prior to the first day of the programme - a transfer fee equivalent to 50% of the fee paid / due for the booked programme will be payable
- iii. Transfer requests received fewer than 28 days prior to the first day of the programme - 100% of the fee paid / due for the booked programme will be forfeited / remain payable. The new programme dates to be booked will attract the full fee as published at the time.

Live Online

The following transfer fees will apply to Altior's Live Online programme

- i. Transfer requests received more than 28 days prior to the first session - no transfer fee will be payable
- ii. Transfer requests received fewer than 28 days of the session commencing will be subject to a fee of £25 + vat (per session or assessment).

Provided any part of a module has not yet been started, delegates are able to transfer from the Live Online to a face to face classroom format and vice versa (subject to above terms). However, if delegates have already undertaken any part of a module, although a transfer to a different date may be possible, the format of the delivery cannot be changed.

Alternative terms may be agreed for In House courses.

Technology

System Requirements

It is your responsibility to check that the computer or any other device (mobile phones and tablets without keyboards will not be allowed) you plan to use to access your MyKaplan account and/or live online course is compatible with the minimum specification requirement for operating MyKaplan and/or using our websites and participating in any live online Adobe Connect sessions. No refund shall be given if you fail to check compatibility beyond the standard 14-day cooling-off period.

Honorlock

Honorlock will be updating its Minimum System Requirements. Beginning July 1st, it will no longer support Windows 8, Windows 8.1, Mac OSX 10.11 and Mac OSX 10.12. This update reflects users' most common operating systems and allows them to maintain an efficient testing process to deliver the best experience for you and your students.

After July 1st, you will find the updated Minimum System Requirements, as well as a system compatibility test, at: honorlock.com/support

Information relating to minimum specification requirements for MyKaplan can be found at:
<http://financial.kaplan.co.uk/AboutKaplan/Pages/webex-system-requirements.aspx>.

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Information relating to minimum specification requirements for Live Online can be found here:

<https://helpx.adobe.com/uk/adobe-connect/tech-specs.html>

Your browser

Our learning platform supports all the major modern browsers. However, for optimum performance we recommend that you use the latest version of Chrome. **Please refer to our systems requirements:**

<https://financial.kaplan.co.uk/mykaplan-help/pages/system-requirements.aspx> which is updated regularly.

Pop-up blockers and firewalls

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. It is your responsibility to ensure that barbri.com are added to your safe domain list.

Disruption of Online Access/Technical Support

Altior is not responsible for delays outside our control. If provision of a course is delayed by an event or technical issue outside our control, we then 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 or request a free of charge transfer for the relevant session or part of the course you have paid for but not received.

Altior will not be responsible to you for any delay or disruptions to your access to material as a result of any of the following:

- a. Operation of the internet and World Wide Web (including, but not limited to, the effect of viruses)
- b. Firewall restrictions which may have been placed on your network or the computer you are using to gain access to online study; or
- c. The failure of telecommunications links or equipment or browser issues.

Altior accepts only the following obligations detailed below to provide technical and content support in connection with applicable courses.

If a fault is reported to Altior reasonable endeavours will be used to provide a solution but we do not guarantee that the support provided will resolve your technical problems. If technical advice is provided by Altior then Altior does not accept any responsibility for any problems which arise if you do not ensure that such advice is followed strictly. Technical support advice is provided at your own risk.

Altior is not obliged to provide any technical support in relation to use of any free demonstrations available on Altior's website but may elect to offer such support in its sole discretion.

Periods of downtime may be required in respect of Altior and BARBRI International's information technology infrastructure (for example, the website or any sites used to host online materials). Technical support may not be available at such time. Altior and the BARBRI International Group will not have any liability with respect to any such periods of unavailability.

Altior cannot guarantee uninterrupted availability of online learning resources. In particular, the right is reserved to suspend access to the website or MyKaplan or any other online resources for the purpose of scheduled or emergency maintenance, repairs and upgrades or to improve performance and functionality.

Altior is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment or software, failure of any email or online application to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any web site, or any combination of these, including any injury or damage to a student's or other customer's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials.

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You confirm that Altior will not be held responsible for any technical problems encountered following the purchase of a course granting you access to MyKaplan, Live Online and/or our websites.

Intellectual Property

All intellectual property rights (including, but not limited to, copyright) in any course / assessment materials or other learning materials made available in connection with a course /assessment belong to Altior.

The delegate or client is granted only a non-transferrable, non-exclusive license to use such course / assessment / supporting materials as may be provided by Altior in a personal capacity and in connection only with study by that person or client in relation to the specific course in respect of which the materials were provided and the license will terminate upon termination of study on such course.

Delegates and other clients confirm they will only use such materials provided by Altior for their own developmental purposes and will not, without Altior's prior written consent, copy, make available, retransmit, reproduce, sell, license, distribute, publish, broadcast or otherwise circulate such materials other than in connection with the use permitted pursuant to this paragraph by such persons (but not any third parties). Delegates and clients confirm that they will indemnify in respect of any infringement of any such intellectual property rights arising as a result of such delegate or client's use in breach of the foregoing requirements.

Username and passwords are for personal use only and should not be passed to anyone else. Delegates are required to protect their log-in information at all times as content stored on MyKaplan is protected by the same IP rights as set out above.

MyKaplan and Live Online resources will be available (if applicable to your course) on your account for a limited period only.

Documents and resources on MyKaplan are for your personal use only and should not be reproduced, stored in a retrieval system or transmitted, in any form or by any other means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of Altior or the applicable other BARBRI International group company.

Data Protection

Additionally, please note that all our Live Online Sessions are recorded and shared internally and with delegates enrolled on the same sessions. From time to time, we may decide to share these recordings externally as part of Business Development and Marketing.

Please refer to our privacy policy contained on this website for details of how we use the information which Altior collects from you.

Disclaimers and Limitation of Liability

1. Liability of Altior for losses arising from their negligence (except in the case of liability for fraud, death or personal injury), breach of contract or otherwise will be limited to the full amounts paid by the relevant student for the particular course and/or study materials.

2. While Altior endeavours to ensure that the information on the Altior website is correct, we do not warrant the accuracy and completeness of the material on the site or in any corporate brochures or prospectuses. We may make changes to the material on the site or to the products and prices described in it at any time without notice, although we will provide notice of substantive changes to the Altior Privacy Policy. The material on the site is provided 'as is,' without any conditions, warranties, or other terms of any kind.

3. Complaints procedure - Please refer to our Complaints Policy & Procedure which can be found on our website.