

# Dimensions Training Solutions Terms and Conditions

Please read these Terms and Conditions of Use ('**Terms**') carefully before using our 'Atlas' Learning Management System ('**the Website**'): <https://www.learndirect-atlas.com/>. These Terms apply to all users.

## Terms applying if you register for a Dimensions Training Solutions (DTS) course.

These terms and conditions ('**Terms**') apply to your learning when you register for a DTS course.

### DTS and your learning centre

Dimensions Training Solutions Ltd (DTS) is the provider of your learning. That service to you includes the DTS website, your course or any DTS off-line materials.

### Your Service Provider

DTS has contracted with your service provider to support you through enrolment, use of computers, tutor support while you are learning, and assessment for your qualification. You can learn at the learning centre or online or a mix of the two; your service provider will be able to provide you with support whichever method you use.

### For the purposes of these Terms

'**advisor**' the person who provides general support while you are learning.

'**course fee**' means the fee you may be asked to pay for this course.

'**course**' means this course that you are signing up to learn. In the DTS system it is referred to as a 'programme' because it usually contains more than one piece of learning, and it will prepare you for your qualification.

'**enrol**' means the process of registering for a course. '**learning**

**centre**' means the centre where you are enrolled.

'**ESFA**' means the Education and Skills Funding Agency which pays for a lot of the learning.

'**Service Provider**' means the organisation contracted by Dimensions Training Solutions Ltd to provide your services.

'**services**' means the products and services we and the service provider supply to you including; our Website, where your learning takes place, the online course materials you use on the Website, any off-line materials we supply, any help-line services we provide to learners, and the tutor and other support provided to you.

'**tutor**' the person who provides you specialist support for your course

'**we**' and '**us**' means Dimensions Training Solutions Limited (DTS). Dimensions Training Solutions is the brand name which Dimensions Training Solutions Ltd uses for its learning services.

'**you**' means the learner.

## **Enrolment**

Your Service Provider will help you to choose the correct course. It will assess your skills and knowledge and provide advice and information before you start learning to make sure you choose the right course.

If you are eligible for government funding to pay, or help to pay, for the course, you must provide your service provider with relevant evidence about yourself and your circumstances, and we will obtain that funding for your learning.

If the ESFA says that you must pay for a part of the course, your service provider will collect the fee on behalf of DTS and give you a receipt.

You must follow the terms and conditions of the course.

The Service Provider will not make other charges to you, or ask for any deposits, for DTS learning.

Your Service Provider will provide you with the online course materials for the course (and off-line courses if used) and access to DTS online systems and the tools and resources for learners you will find there.

By accessing your course, you will be deemed to have accepted these terms and the terms and conditions of the Learning Agreement.

When you have signed the Learning Agreement with us, your Service Provider will provide you with a tutor. Your tutor will provide support and guidance to you during your course.

## **Your course**

Your course is a mixture of online software, or off-line course materials tools and information on the Website, and tutor support from your service provider. The course is designed to help you to achieve the qualification you have chosen with support from your service provider.

Whether you pay a fee or not, you are not 'buying' the course. You are being licensed to 'use' the course while you are on the course. You cannot 'keep' the course for ever. You cannot give or sell the course or any of the learning materials to anyone else. The course always remains the property of DTS.

## **Assessment:**

Assessment is an important part of your course. It is the only way to get the qualification that you want when you have finished your learning. It may be the online test, or a portfolio. The type of assessment depends on the qualification you choose. Your Service Provider will advise you of the type of assessment you are required to do.

If you are doing a tested course, your service provider will help prepare you for your test(s) and will arrange with you a suitable time and date to take your test. There is no charge for this service.

If you are doing a course that is assessed by portfolio, your DTS assessor will help you prepare and submit your work.

There is no extra charge for assessment and certification.

When you have passed all the parts of your qualification, the Awarding Organisation will issue a certificate which DTS will supply to you

### **Quality of the services**

We will, (and we will use our reasonable endeavours to ensure that your service provider will), use reasonable skill and care in providing the services to you. We do not make any commitment to you that the content of the services will meet any specific requirements that you have (except to the extent that your requirements match the course description which is given in more detail on the Website). We expect you to take reasonable care to make sure that the course you have chosen will meet your needs.

We do not make any commitment to you that you will obtain any particular result from your receipt of the services. We do not make any commitment to you that you will obtain any particular qualification from your receipt of the services (unless stated otherwise in the course description on the Website subject to your successful achievement of that qualification).

All representations, warranties and/or terms and/or commitments not expressly set out in these Terms and the terms and conditions of the Learning Agreement (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible at law.

### **Password and Learner Reference Number**

When you registered with DTS you may have been given a user name and password. You must take care to keep your user name and password confidential. You will be responsible for all activities that occur under your user name and password. You must not allow anyone else to use your user name and password. You must tell us immediately of any unauthorised use of your user name or password or if you believe that your user name or password are no longer confidential. We reserve the right to require you to alter your user name and password if we believe that they are no longer secure. We will never email you or ask you on the phone for your password. If anyone asks you for your password, you must tell your tutor or advisor.

If you receive an e-mail to say your password has been changed but you have no knowledge of that change, please follow the instructions on the e-mail to notify us.

We will provide you with access to your course once you have enrolled. You will need to log on using your user name and password to use the course.

When you first register for a DTS course you will also be issued with a learner reference number. We may use this number in correspondence with you.

### **Course fee and funding from the Education and Skills Funding Agency**

You may be eligible to have part or the whole cost of the course paid for you by the ESFA. If so, you must provide your Service Provider with the evidence we request. If you are not eligible for funding support, you will have to pay the whole cost of the course.

You agree to pay us the course fee, (including VAT where applicable), if a fee is required for the course. You may be asked to pay a course fee even if you are eligible for some funding from the ESFA. Your advisor will have explained any cost to you before asking you to sign the Learning Agreement. The Learning Agreement shows the course fee payable by you, and you must pay that fee to us through your service provider.

### **Provision of the Services**

**Help:** You can send a message or speak to your advisor or tutor.

**Tutor Support:** When you enrol on your course your service provider will assign a tutor to support to you through the course. Your tutor will contact you regularly to discuss your progress. You must keep in touch with your tutor at least every 3 weeks if you are going to continue on the course.

Your tutor will help you with any questions about your course. This includes how to use the course online, specialist advice about things you are learning in your course, or any other aspect of learning with DTS. Your tutor may not be the same person every time you are learning. The tutor you speak to will know what course you are doing and will be able to see in the Website how you have progressed so far.

Tutor support may be provided on a first-come first-served basis. Tutor support at the learning centre will be available during the normal opening hours of the centre, as advertised on the learning centre entry in this Website. This will be confirmed to you upon registration.

**Computer compatibility on your own machine:** You can log onto the Website from any computer using your assigned user name and password. The computers in your learning centre have been tested to make sure they work with our courses.

Not all computers have all the software needed to use every course DTS provides, so we do not make any commitment that the course software will be compatible with or operate with the software or hardware on your own computer. If your computer does not have the necessary software installed, you will be able to download the software from the Website (at your cost and risk) that should allow you to use the course. If it cannot, and you want to learn from home, your service provider will help you to choose another suitable course or refund any course fee you have paid.

If we recommend that you either enable cookies or download certain publicly accessible software to ensure that your computer is capable of accessing the course, you do so at your own risk. We use cookies to check the compatibility of your system with some of our services. If you wish to know more about cookies, please see the section on 'Cookies' in the DTS Use of Cookies Statement.

If, when you are doing your course, you need to use software which is not provided as part of the course, or as a free download from the Website, you will be responsible for any charges from the software supplier.

**Technical Support:** Your Service Provider will provide basic technical support to learners to help them to use our courses. Your Service Provider cannot provide technical help that is not about using your DTS course. Please contact an advisor at your learning centre for technical help using the DTS courses. DTS cannot guarantee uninterrupted availability of its technical support. We do not guarantee that the technical advice provided by us will resolve your technical problems. If you decide to take advantage of such technical advice you must strictly follow that advice.

**System downtime:** We may need periods of downtime to maintain the website. DTS tries to ensure that the Website is available 24 hours a day 7 days a week. DTS reserves the right to suspend access to the Website. There may also be occasions when access to the Website is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the website. Access may also be interrupted due to failures of telecommunications links and equipment which are beyond the control of DTS.

### **Your right to use the course and your related obligations**

On payment of the course fee, or funding approved for you on your course, we grant to you a license for you to use the course for your own use only. This is for the sole purpose of non-commercial use by you in your learning centre, at home, at work or any other lawful location in connection with the receipt of the services. You can only use the course while you are learning, and for a period afterwards. You cannot 'keep' the course, and it is not yours to sell or give to anyone else.

You may not change, copy, reproduce, re-publish, upload, post, transmit or distribute in any way any part of the course. Any use of the course not permitted in these Terms and the terms and conditions of the Learning Agreement is strictly prohibited. Such use will constitute an infringement of either our copyright or our other intellectual property rights, or the copyright or other intellectual property rights of people who write courses for us.

### **Your right to cancel the course**

If you decide that you wish to cancel your enrolment, please contact your service provider in the first instance.

You agree that you will lose your above right to cancel the course and get a refund of any course fee you have paid if you have started using the course. This will not affect your statutory rights.

### **Our rights to stop providing the services to you**

We will make the course available to you in the Website from enrolment until:

- you tell your tutor or advisor, in writing, by email or by telephone that you have completed the course and no longer require access to the services or,
  - 90 days after your **tutor** marks the course as completed or achieved or,
  - you do not answer tutor or advisor emails or calls to you, and/or you do not do any activity in your course, for a period of longer than 28 days while you are on the course (unless you have agreed a break with your tutor in advance) or,
  - we or your service provider decide that your actions are unacceptable.
- In any of the events above, we will withdraw your access to the course. If you wish to use the services after your access to the course has been withdrawn, you will need to enrol again.

We reserve the right to stop providing the services to you immediately if:

- you do not follow the way in which you are allowed to use the course and the Website; or
- you act in such a way as to threaten, intimidate or otherwise harass our staff or other learners; or
- if you are in receipt of funding from the ESFA, and you fail to comply with the requirements of the ESFA as described either on this Website or in the Learning Agreement or in information given to you by DTS when you enrol.

If we exercise this right your service provider will tell you by email or by your chosen route. We will then immediately withdraw your access to the course.

### **Complaints**

If you are not satisfied with any aspect of the services, please speak to your tutor or advisor, or contact us in the manner described in 'Contact us' section on the DTS website.

### **Our liability to you**

We will not be liable if we cannot provide the services to you because of an event beyond our reasonable control. Such events include (but are not limited to) events such as fire, flood, storm, strikes or other industrial action, failure of telecommunications services, war, riot, or the actions of any government or public body, failure or insolvency of the learning centre. If we are prevented from providing the services by such an event, we will take all reasonable steps to try to reinstate the provision of the services to you as soon as is reasonably practicable.

In no event will we be liable for any loss of profit, loss of earnings, loss of anticipated savings, loss of revenue or loss of goodwill that you may suffer. In no event will we be liable to you for any indirect or consequential loss that you may suffer.

We are not liable for any data that you lose either as a result of accessing the course or during completion of any course on the website. It is your responsibility to ensure that you regularly save and back up all data which you hold on the computer from which you are accessing the course, and all data that you are inputting when completing the course. Except where the above applies, our maximum aggregate liability for any claim that you may have against us in connection with the provision by us (or the service provider) to you of the services, which is not otherwise excluded in these Terms and the terms and conditions of Learning Agreement, (including without limitation where such claim arises as a direct result of any negligent technical advice provided by us), will be limited to the amount of the course fee which has been paid or is payable by you or on your behalf (regardless of the amount of any public funding for which you are eligible).

The exclusions and limitations of liability contained in these Terms and the terms and conditions in the Learning Agreement do not apply to any loss or damage resulting from death or personal injury caused by our negligence, loss or damages arising from our fraudulent misrepresentation, or any other losses which may not be excluded or limited by law.

## Privacy and data protection

We treat your privacy very seriously. The information, which may include sensitive personal data, that you provide to your service provider when you enrol for a DTS course or at any other time is subject to the [DTS Privacy Statement](#). Please read this. It sets out what information we collect, when we collect it, what we use it for, and who we can give it to. If you would like further details about the information we collect and how it is used, please ask your tutor. By signing the Learning Agreement, you agree that you have read and accept the terms of the [DTS Privacy Statement](#) and the [ESFA Privacy Notice](#) which is available to read on your [Learning Agreement](#).

When you started using the Website, you also agreed with your tutor what information about DTS products and services you wanted to receive. We may send these by email, phone, post, or SMS.

If you want to change these preferences, you can do so at any time by going into your personal details in the Website and making the changes there or speaking to your Service Provider.

While you are a DTS learner, you will also receive information from us about your learning or your course, and your tutor and the advisors at the learning centre will be in touch with you to support you on your course. You will agree with your tutor how you want to receive this learning support.

**Contacting DTS:** You can contact us:

- by a message to your tutor
- by calling us on 0114 291 5000
- by email at: [improve@dimensionstrainingsolutions.co.uk](mailto:improve@dimensionstrainingsolutions.co.uk)
- or by post at: DTS, Dearing House, 1 Young Street, Sheffield, S1 4UP

## General

Subject to the terms of any agreement we conclude with you if you enrol on a DTS course, we reserve the right to withdraw all or part of the Website at any time.

These Terms and the terms and conditions of the Learning Agreement are governed by and will be understood in accordance with English law. The contract between us is concluded in the English language. Any dispute arising between us under or in connection with these Terms and the terms and conditions of the Learning Agreement shall be subject to the non-exclusive jurisdiction of the English courts.

These Terms, and terms and conditions of the Learning Agreement, constitute the entire agreement between us in relation to the provision by us to you of the Services, and they replace and supersede any prior arrangements between us in relation to the Services.

You acknowledge that you are not relying on any statement made by us or any of our representatives with regard to the Services other than those expressly set out in these Terms and the terms and conditions of the Learning Agreement. Nothing in this Paragraph shall exclude or restrict our liability for fraud or fraudulent misrepresentation.

The agreement between us which is comprised of these Terms and the terms and conditions of the Learning Agreement is not intended to be for the benefit of any third party and shall not be exercisable by any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

The continued use of the Website following any changes to the Terms will mean that you accept such changes.