



E-Learning Terms

1. Introduction

These E-Learning Terms explain how TPMG provides online learning content, course access, learner accounts, certificates, cancellations, support and acceptable use.

They apply to purchases or access arrangements for TPMG e-learning made through the website unless separate course-specific or client-specific terms apply.

These Terms should be read together with TPMG's:

- Website Terms of Use
- Terms of Sale
- Digital Downloads & Cancellation Policy
- Privacy Notice
- Cookie Policy
- Cookie Preferences
- Website Disclaimer

If a course page, proposal, client agreement or onboarding document sets out specific terms for a particular course, cohort, licence model or delivery arrangement, those specific terms will apply in addition to these Terms and will take precedence where there is any inconsistency.

2. About Us

TPMG is a trading style of **TPMG Group Ltd.**

Company Number: 14618789

ICO Registration: ZC081136

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3. Scope

These Terms apply to TPMG e-learning products and online course access, including where relevant:

- self-paced courses;
- online modules;
- digital learning programmes;
- downloadable course materials supplied as part of a course;
- assessment or quiz components;
- certificates of completion, where offered;
- learner dashboards or portal access; and
- related support expressly included with the course.

Unless expressly stated otherwise, these Terms do **not** govern:

- bespoke tutor-led training delivered under a separate agreement;
 - consultancy, audits or advisory services;
 - physical course materials;
 - externally accredited courses delivered under another provider's terms; or
 - third-party platforms accessed under separate terms not controlled by TPMG.
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4. Definitions

In these Terms:

“Course” means the e-learning product, module, programme or online training content purchased or accessed through TPMG.

“Learner” means the individual authorised to access and use the Course.

“Access Period” means the period during which the Learner is permitted to access the Course, as stated on the course page, order confirmation, proposal or account area.

“Order Confirmation” means TPMG’s confirmation that an order has been accepted.

“Digital Content” means the Course and any related online learning materials, videos, files, assessments, resources or downloads supplied electronically.

“Business Customer” means a person or organisation purchasing in the course of business, trade, craft or profession.

“Consumer” means an individual acting wholly or mainly outside their trade, business, craft or profession.

5. Eligibility and Age

You may only buy or access TPMG e-learning if you are legally capable of entering into a binding contract.

If you are buying or registering on behalf of another person or organisation, you confirm that you have the authority to do so.

Where a course has a minimum age, role, language, competence or technical requirement, that requirement will be stated on the relevant course page or enrolment

information.

6. Course Information

TPMG aims to ensure that course descriptions, summaries, access details and learning outcomes are accurate and useful.

Course pages may include details such as:

- intended audience;
- core topics;
- expected duration;
- format;
- assessment method;
- certificate availability;
- access period;
- technical requirements; and
- any prerequisites.

Under UK consumer law, digital content supplied to consumers must match the description and pre-contract information provided before the contract becomes binding.

Minor presentational or technical updates may be made where they do not materially reduce the core value or nature of the Course.

7. Orders and Contract Formation

Your order is an offer to buy access to a Course.

A contract is formed only when TPMG accepts the order, usually by sending an **Order Confirmation** email or by making course access available through the learner account or platform. This is the same contract-formation pattern reflected in your paid-content

subscription example.

Before completing a purchase, the website should give you the opportunity to review:

- the Course selected;
- the price;
- the access period;
- the cancellation information;
- any subscription or renewal information, if relevant; and
- any key course restrictions or requirements.

UK distance-selling rules require key pre-contract information such as main characteristics, price, contract duration, termination conditions and cancellation information to be presented clearly before the consumer places an order.

8. Price and Payment

Course prices are those shown on the website at the time of order unless an obvious error has occurred.

Unless stated otherwise:

- payment is due in advance;
- access will not begin until payment has been authorised and accepted;
- VAT, where applicable, will be shown at checkout or invoice stage; and
- no hidden fees will be charged after checkout other than clearly stated renewal charges or optional extras you actively choose.

If TPMG discovers a material pricing error before acceptance, TPMG may contact you with the correct price or cancel the order and refund any payment already taken.

9. Access to Courses

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Access to the Course will normally be provided:

- immediately after Order Confirmation; or
- within the timeframe stated on the course page, onboarding email or client arrangement.

Access may be provided through:

- an email link;
- an account login;
- a learning portal;
- a learner dashboard; or
- another electronic access method described at checkout.

Where access begins immediately, the legal cancellation position for digital content becomes especially important. Your examples make the same point for paid-content subscriptions and digital content generally.

10. Access Period

Each Course will have an Access Period. Unless stated otherwise, access is granted only for that period.

The Access Period may be:

- a fixed number of days or months from purchase;
- a fixed number of days or months from enrolment;
- a stated subscription term; or
- another period clearly shown on the course page or Order Confirmation.

When the Access Period ends:

- course access may expire automatically;
- certificates and progress records may remain available for a limited period or as

stated;

- renewal or re-purchase may be required to regain access; and
 - TPMG is not obliged to keep the Course available indefinitely unless expressly stated.
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11. Learner Accounts and Login Details

Where a learner account is used, access is personal to the authorised Learner unless TPMG expressly allows organisational or multi-seat access.

You must:

- keep login details secure;
- not share access unless the licence expressly permits it;
- ensure the information used to register is accurate;
- notify TPMG promptly if unauthorised access is suspected; and
- not attempt to bypass account or access restrictions.

TPMG may suspend, reset or terminate access where it reasonably believes an account has been shared improperly, compromised, misused, or used in breach of these Terms.

12. Licence and Permitted Use

Unless expressly stated otherwise, TPMG grants a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Course for the Learner's own permitted internal use during the Access Period.

Unless TPMG expressly permits it, you must not:

- resell or redistribute the Course;
- record, copy, reproduce or republish the Course in whole or in part;
- share logins with unauthorised users;
- upload course content to another platform or public site;
- create derivative training products from TPMG content;

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- remove branding, authorship notices or copyright notices; or
- use the Course to compete directly with TPMG.

Your subscription example uses the same licence model: limited, non-exclusive, non-transferable access with restrictions on copying, publishing and sharing.

13. Technical Requirements

You are responsible for ensuring that you have suitable:

- internet access;
- browser and device compatibility;
- audio/video capability where needed;
- software to open any supporting downloadable files; and
- reasonable system settings to access the Course.

Where a Course has known technical or compatibility requirements, TPMG aims to state those requirements clearly before purchase. Your e-commerce guidance notes say digital-content functionality and compatibility should be given as part of the pre-contract information.

TPMG is not responsible for access issues caused solely by your device, network, browser, software or internal IT environment where the Course itself is not faulty.

14. Course Updates and Changes

TPMG may make minor changes to a Course where reasonably necessary to:

- improve quality or clarity;
- fix errors;
- update references;
- respond to legal or regulatory changes;
- improve compatibility or security; or

- refine assessments or supporting materials.

Where a change would materially affect the core nature of a purchased Course during the Access Period, TPMG will act reasonably and in line with applicable law and the commitments made at the point of sale.

Your paid-content example uses the same distinction between minor updates and more significant changes.

15. Assessments, Progress and Certificates

Where a Course includes quizzes, assessments, scoring or completion tracking:

- learners are expected to complete them honestly;
- TPMG may define minimum completion thresholds or pass marks;
- progress tracking may be visible through the learner account or portal; and
- certificates will only be issued where the stated completion criteria are met.

Unless expressly stated otherwise:

- certificates are evidence of course completion only;
- they are not formal professional licences, legal approvals or regulatory permits;
- they do not by themselves confirm competence in live operational settings; and
- they do not replace employer-specific checks, supervision or practical assessment where those are required.

16. Support

Unless a course page or client agreement says otherwise, TPMG may provide reasonable email-based or platform-based support for:

- access issues;
- login problems;
- technical course-delivery issues;

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- basic navigation queries; and
- questions about certificates or course records.

TPMG is not generally obliged to provide:

- bespoke advisory support;
- one-to-one tutoring;
- organisation-specific interpretation of course content;
- regulatory or legal advice; or
- custom edits to course materials,

unless those items are expressly included.

17. Consumer Cancellation Rights

If you are a **consumer**, you would ordinarily have a 14-day cooling-off period for digital content bought at a distance.

However, where the Course is made available immediately and you have:

1. expressly consented to immediate access, and
2. acknowledged that you will lose your right to cancel once access begins,

the legal right to cancel ends once access begins. That is the current rule for digital content not supplied on a tangible medium.

Your examples say the same and recommend an active checkbox or equivalent confirmation at checkout.

18. If Access Has Not Yet Begun

If:

- you are a consumer;

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- you are still within the 14-day cancellation period; and
- access to the Course has **not** yet begun in a way that lawfully removes your right to cancel,

you may cancel and request a refund.

If you bought a Course by mistake, contact TPMG immediately and do **not** access the Course until the position is confirmed.

Your guidance notes suggest it is commercially sensible to allow cancellation where the customer has not yet accessed the content, especially in subscription-style models.

19. Subscriptions and Renewals

Where TPMG offers e-learning on a subscription basis:

- the subscription period, renewal position and cancellation method will be shown clearly before purchase;
- any recurring charges will be stated before the order is placed;
- cancellation and termination terms will be explained in the relevant course or subscription information; and
- price changes will not affect the current paid period but may apply to a renewal after notice, where relevant.

Your examples emphasise that subscription duration, renewal terms, price changes and cancellation method should be clear in both pre-contract information and the confirmation email.

20. Faulty, Misdescribed or Non-Conforming Courses

Nothing in these Terms affects statutory rights that cannot lawfully be excluded.

If you are a consumer, digital content supplied by TPMG must be:



- of satisfactory quality;
- fit for purpose; and
- as described.

If a Course is faulty, materially incomplete, unusable, or does not match its description, available remedies may include:

- repair or replacement;
- price reduction; or
- refund,

depending on the circumstances and the applicable legal position. Consumer law also provides a remedy where faulty digital content damages a device or other digital content because reasonable care and skill were not used.

Your subscription example uses the same remedies structure.

21. What TPMG Does Not Treat as a Fault

A refund or legal remedy will not usually arise simply because:

- you changed your mind after access began and the cancellation right was lawfully lost;
- your organisation needed bespoke training rather than the standard Course bought;
- the Course was used for a purpose that was not stated or reasonably obvious;
- the issue was caused by your device, browser, software, network or user settings; or
- you failed to follow any stated technical requirements or usage instructions.

22. Suspension or Termination of Access

TPMG may suspend or terminate access where reasonably necessary, including where:

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- payment fails or is reversed;
- the Access Period has expired;
- account sharing or licence abuse is suspected;
- the Learner breaches these Terms;
- there is misuse, copying, redistribution or unauthorised publication of course content;
- there is threatening, unlawful or abusive behaviour towards TPMG or platform users; or
- continued access would expose TPMG to legal, security, compliance or operational risk.

Where appropriate, TPMG may instead restrict access, require corrective action, or reset account credentials.

Your examples also provide for suspension where payment is not made or the service is being misused.

23. Data Protection and Learner Information

TPMG handles learner personal data in line with its **Privacy Notice, Data Protection Statement** and related information-governance arrangements.

This may include data such as:

- learner name and contact details;
- order information;
- account records;
- course activity;
- completion status;
- certificates; and
- support history.

Where a third-party learning platform is used, learner data may be processed through

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that platform to deliver access, track progress and support completion.

24. Limitation of Liability

Nothing in these Terms excludes or limits liability where the law does not allow that.

Subject to that:

- TPMG is not responsible for indirect or consequential loss to business users;
- TPMG is not liable for failure caused solely by the learner's device, network or misuse;
- TPMG is not responsible for organisational decisions taken solely on the basis of course completion without further checks; and
- TPMG's liability for a Course will be limited to the extent permitted by law and any specific product terms.

Consumer statutory rights remain unaffected.

25. Complaints and Support Requests

If you have a complaint or support issue relating to a Course, contact TPMG as soon as reasonably possible with:

- your full name;
- the learner name, if different;
- the order reference;
- the course name;
- details of the issue; and
- screenshots or technical details where relevant.

Telephone: 020 7060 6228

Email: admin@tpmg-group.com

Post: TPMG Group Ltd, Cardinal Point, Park Road, Rickmansworth, WD3 1RE



26. Changes to These Terms

TPMG may update these Terms from time to time to reflect:

- legal or regulatory changes;
- changes to course delivery methods;
- changes to access platforms;
- changes to product structure; or
- business or operational changes.

The latest version will be published on the website with its effective date.

27. Governing Law and Jurisdiction

These Terms and any dispute or claim arising from them shall be governed by the law of England and Wales.

If you are a consumer, you will also retain the benefit of any mandatory protections available under the law of your usual place of residence where applicable.

If you are a business customer, the courts of England and Wales shall have exclusive jurisdiction unless TPMG agrees otherwise in writing.

28. Disclaimer

These Terms are intended to explain how TPMG supplies and manages access to e-learning content through the website.

They do not remove or reduce any statutory rights that cannot lawfully be excluded, and they do not replace any separate course-specific, client-specific or platform-specific terms that may apply to a particular e-learning product or delivery arrangement.

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