

TERMS AND CONDITIONS – Pro Forma Verification

This page (together with any documents referred to on it) sets out the terms and conditions (“Conditions”) on which we supply the Pro Forma Verification (“Goods”) listed on our website <http://www.open.ac.uk/ouvp/main/> (“Our Site”) to you. Please read these Conditions carefully before ordering any Goods from Our Site. You should understand that by placing an order, you are offering to trade with us on these terms and conditions, and on our acceptance they will form a legally enforceable contract between us.

Separate terms and conditions apply to orders that are not made online.

Please read these Conditions carefully and if any of these are unclear ask us for an explanation. Please pay particular attention to clause 10 which limits our liability in the event of any damages arising from this contract.

1. INFORMATION ABOUT US

The Open University is a body incorporated by Royal Charter (RC000391), an exempt charity in England and Wales, a registered charity in Scotland (SC038302), with its registered address at Walton Hall, Milton Keynes, Buckinghamshire, United Kingdom, MK7 6AA.

CONTACT DETAILS:

Phone Number: 01908 332840

Email address: ouvp-aftercare@open.ac.uk

Website: <http://www.open.ac.uk/ouvp/main/>

VAT number: GB 650 7489 18.

2. BACKGROUND TO OPEN UNIVERSITY POSSESSION OF CNAA RECORDS

The CNAA was abolished by the 1992 UK Further and Higher Education Act and as a result, The Open University accepted responsibility for the custody, care and maintenance of certain CNAA academic records and for providing appropriate access to them. The Open University is authorised to authenticate original award documents or copies and to provide verification of entries in the records. However, The Open University is specifically prohibited from making any amendments to records of CNAA awards, issuing awards in the name of CNAA or rescinding or amending any such awards.

3. YOUR STATUS

3.1 By placing an order through Our Site, you warrant that:

3.1.1 you are legally capable of entering into binding contracts;

3.1.2 you are at least 18 years old;

3.1.3 you are purchasing the Goods as a natural person and not acting in the course of business; or have the express written consent of the subject to whom the award relates to apply for Goods.

3.1.4 If applicable, written consent must be supplied when making an application.

4. APPLICATION OF TERMS

4.1 These Conditions apply to the provision of Goods to the exclusion of all other terms and conditions and shall prevail over all inconsistent terms including any that you seek to apply to the Contract and you waive any right which you otherwise might have to rely on such terms and conditions.

5. CONTRACT FORMATION

5.1 After placing your order on this site, you will receive a confirmation number on the screen which will acknowledge that we have received your order. Please note that this does not mean that your order has been accepted. An order for Goods placed by you with us shall be deemed to be an offer made by you to us to purchase Goods subject to these Conditions. All orders are subject to the existence of an award record that matches the data you input, and acceptance by us. The Contract will only be formed when we despatch the Goods to you.

5.2 Before you press the proceed button, please check the data you have supplied to us, because once you have submitted this information you will not be able to change it, and its accuracy will depend on whether we can locate your record or not.

6. CONSUMER RIGHTS

6.1 As a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you receive the Goods. In this case, you will receive a full refund of the price paid for the Goods in accordance with our refunds policy (set out in Condition 8 below).

6.2 To cancel a Contract, you must:

6.2.1 inform us in writing (email is acceptable, to ouvp-aftercare@open.ac.uk) at CNAА Aftercare, The Open University, Walton Hall, Milton Keynes, MK7 6AA, United Kingdom; and

6.2.2 return the Goods to us immediately, to CNAА Aftercare, The Open University, Walton Hall, Milton Keynes, MK7 6AA, United Kingdom, in the same condition in which you received them, and at your own risk, and subject to Condition 10.1, your own cost.

6.3 You have legal obligations to take reasonable care of the Goods while they are in your possession and to see that they are not damaged in transit. If you fail to comply with these obligations, we may have a right of action against you for compensation.

6.4 Nothing in these Conditions affects your statutory rights.

7. PRICE

7.1 The price you will pay is the price specified on Our Site at the time you submit your request and information to us. It is specified in Pounds Sterling and only applies to orders made online via Our Site.

7.2 The specified Price includes VAT and the cost of delivery of the Goods to you. The Goods will be sent to UK mainland addresses by 1st class post or internationally by the Royal Mail 'Signed For' service. By submitting your application you specifically agree to the use of the postage services as stated unless otherwise agreed.

7.3 Payment for all Goods must be by credit or debit card. We accept payment with Mastercard, Visa, Maestro, Connect Delta and Solo groups, full details of which must accompany the order.

8. DELIVERY

8.1 Subject to the availability of Goods your order will be despatched within a reasonable time of receipt of your application, unless exceptional circumstances mean we cannot do so.

8.2 The Goods are at your risk from the time of delivery by us to the Postal Services.

9. REFUNDS

9.1 If we cannot verify your award, you will be charged an administration fee of half the stated price as payment for our services in checking our records and related activities, and we will refund the balance to you.

9.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9.3 We will process the refund due to you as soon as possible.

9.4 This Condition 9 only applies only to Consumers. If you are not a consumer you will forfeit your entire payment to us.

10. LIABILITY

10.1 The following provisions of this Condition 10 set out our entire financial liability to you (including our liability for the acts or omission of our employees agents and sub-contractors) in respect of:

10.1.1 any breach of these Conditions; and

10.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with this Contract.

10.2 Nothing in these Conditions excludes or limits our liability:

10.2.1 for death or personal injury caused by our negligence;

10.2.2 under section 2(3) of the Consumer Protection Act 1987;

10.2.3 for fraud or fraudulent misrepresentation; or

10.2.4 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

10.3 Subject to conditions 11.1 and 11.2:

10.3.1 OU shall not be liable to you for any loss of bargain, loss of profit, loss of anticipated savings, loss of production, loss of business, loss of business opportunity, loss of revenue, loss of use, loss of goodwill, loss of anticipated saving, loss or corruption of data or information or for any losses that were not reasonably foreseeable to you and us when the Contract was formed, and

10.3.2 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the value of the Goods to which any claim relates.

11. ASSIGNMENT

11.1 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of this Contract.

12. NOTICES

12.1 All notices given in terms of this Contract must be in writing which will mainly be by electronic means (by which we mean email or notices posted on Our Site). For contractual purposes you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights. Notices to us are to be sent to the address set out in paragraph 1 above. Notices to you will use the information you supply when inputting the required fields on Our Site.

12.2 If you chose to send us a notice electronically, it shall be deemed to be received by us when we acknowledge receipt of such communication.

13. GENERAL

13.1 If any provision of these Conditions is declared wholly or partly illegal, invalid, void, voidable unenforceable or unreasonable by any Court, tribunal or administrative forum of competent jurisdiction, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of this Contract and the remainder of such provision shall continue in full force and effect.

13.2 If we fail, at any time during the term of this Contract, to insist upon strict performance of any of your obligations under this Contract or any of these Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under this Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. For clarity, no waiver by us shall be effective unless conveyed to you in writing.

13.3 Nothing in these Conditions shall confer on any third party any benefit or the right to enforce any terms of this Contract.

13.4 We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

14. LAW AND JURISDICTION

14.1 The formation, existence, construction, performance, validity and all aspects of this Contract shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.