

# ATT MATERIAL ONLY 2018 EXAMINATIONS

For more information,  
please call **020 3364 4500**,  
email **examtraining@lexisnexis.co.uk**  
or visit **www.tolley.co.uk/examtraining**

## Please return this enrolment form to:

Client Services  
Tolley Exam Training  
Lexis House  
30 Farringdon Street  
London  
EC4A 4HH

## or scan and email to

examtraining@lexisnexis.co.uk

\* To comply with the Payment Card Industry Data Security Standard (PCI-DSS), LexisNexis does not accept payment card details by e-mail, fax or post. Once your order has been processed you will receive a link to our secured web payments service that allows you to pay online.

± I consent to Tolley® Exam Training processing, recording and retaining my Personal Data including sensitive personal data relating to my training and, if my employer is paying for my course, I further consent to Tolley Exam Training releasing all or part of such to my employer (together with any reports that Tolley® Exam Training considers necessary or reasonable in connection with my attendance and performance).

± I understand that it is my responsibility to register with the Association of Taxation Technicians or The Chartered Institute of Taxation as a student and to submit my examination entry on time. Further details can be obtained from [www.att.org.uk](http://www.att.org.uk) or [www.tax.org.uk](http://www.tax.org.uk)

We respect your privacy and we will not pass your contact details on to any third party. For details of our privacy policy please visit our website at: [www.lexisnexis.co.uk/privacy](http://www.lexisnexis.co.uk/privacy)

If you DO NOT wish to be kept informed by mail  phone   
fax  email  of other LexisNexis products and services,  
please tick the relevant boxes.

## Tolley® Exam Training

### Student Details

Please complete all relevant sections

Forename.....

Surname.....

Home address.....

.....

..... Postcode.....

Tel No. (home)..... Tel No. (work).....

Mobile.....

Email (required).....

ATT registration no. ....

### Student Payment Details

Please tick relevant payment method

Cheque is enclosed made payable to Tolley Exam Training

Please debit my Mastercard/Visa/Maestro card\*

I have read and understood all the terms and conditions

Signed ± ..... Date.....

### Employer Details

Please complete all relevant sections

Company name.....

Training manager.....

Address.....

.....

..... Postcode.....

Tel No. (work).....

Email.....

Material to be sent (please tick)  Home address  Work address

Please note that material will be sent to you by courier and will need to be signed for upon delivery

Postage: please note that delivery of material within England, Scotland and Wales is free of charge. We reserve the right to charge additional costs of delivery outside of these areas.

### Employer Payment Details

Please tick relevant payment method

Cheque is enclosed made payable to Tolley Exam Training

Please send an invoice

We accept responsibility for the payment of fees due and have read and understood all the terms and conditions

Name.....

Position.....

Signed ± ..... Date.....

# ATT MATERIAL ONLY 2018 EXAMINATIONS

ATT Papers	Study Manuals & Question Banks (£)	✓	Memory Joggers (£)	✓	Revision Question Bank (£)	✓
Paper 1 - Personal Taxation	145		35		95	
Paper 2 - Business Taxation and Accounting Principles	145		35		95	
Paper 3 - Business Compliance	145		35		95	
Paper 4 - Corporate Taxation	145		35		95	
Paper 5 - IHT, Trusts and Estates	145		35		95	
Paper 6 - VAT	145		35		95	

## MATERIAL ONLY

Material only includes study manuals and question banks together with memory joggers and revision question bank (where ordered). It does not include access to the Tolley Academy, progress or mock exams or tutor support.

Total Payment enclosed (inc VAT)

£

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# TOLLEY® EXAM TRAINING COURSES

## Terms and Conditions

These terms and conditions together with the enrolment form comprise the agreement ("Agreement") pursuant to which RELX (UK) Limited trading as Tolley Exam Training ("Tolley Exam Training", "us" or "We") shall provide the courses ("Courses") set out together with access to Tolley Online Academy and/or Tolley Performance Tracker ("Online Services") if applicable and supply study material ("Materials") to the student named on the enrolment form ("you" or "Student").

### 1. Payment Terms

- 1.1 Full payment is due from you on enrolment of all courses or, if applicable, authorisation to invoice your employer must accompany the enrolment form.
- 1.2 Full payment or authorisation to invoice your employer for any online study tool is required when ordered and prior to any log on details being supplied for Online Services.
- 1.3 Where Tolley Exam Training has received authorisation to invoice an employer on your behalf, the following payment terms apply:
  - a) Full payment is due within 30 days from the date of the invoice.
  - b) Payment is due immediately if booking is made less than 30 days before the course start date.
  - c) If Tolley Exam Training fails to receive full payment of the invoice by the course start date the customer may be refused entry to the course.
  - d) Tolley Exam Training reserves the right to charge late payment interest on any outstanding invoices, at a rate of 1.5% above the Bank of England base rate.
  - e) Tolley reserve the right to recover any reasonable debt collection costs in connection with this Agreement.
  - f) The employer is liable for all unpaid invoices.
- 1.4 VAT. All prices do not include VAT which shall be charged in addition where applicable and Tolley Exam Training reserves the right to alter the VAT charge in line with the HMRC requirements from time to time.

### 2. Cancellation of Courses

- 2.1 Tolley Exam Training reserves the right to cancel a particular course at any time, in which case, fees that relate to that Course, or an element thereof, will be refunded to the Student.
- 2.2 Tolley Exam Training reserves the right at any time and without prior notice, to change the venue of the course, and/or tutor, and/or programme, from that described in our Course information pack.

### 3. Despatch of Materials

- 3.1 Tolley Exam Training shall despatch Materials on receipt of full payment or authorisation to invoice an employer in accordance with the following delivery guidelines:
  - a) **UK:** delivery within approximately 5-7 working days of despatch;
  - b) **Europe:** delivery within approximately 10-12 working days of despatch; and
  - c) **Rest of the world:** delivery within approximately 10-15 working days of despatch.

### 4. Courses:

- 4.1 Distance Learning. Your Distance Learning course comprises the following:
  - a) Hard copy of the relevant manual(s) and question bank(s), if appropriate.
  - b) Access to pdf copies of the manual(s) and question bank(s), if appropriate, via Tolley Online Academy.
  - c) Access to the relevant audio-visual lectures via Tolley Online Academy.
  - d) Home study practice and pre-revision mock examinations. These are available by downloading from Tolley Performance Tracker and will be marked by us and returned to you.
  - e) Tutor support via the student and tutor forums on Tolley Online Academy or by email to examtraining@lexisnexis.co.uk
- 4.1.2 The following conditions shall apply:
  - a) Your login details for Tolley Online Academy and Tolley Performance Tracker are for your personal use (single user) only and are not transferable to any other person.
  - b) Your entitlement to tutor support is valid up to the end of the real examinations for which you are registered with us, unless you defer your attempt in accordance with the conditions below.
  - c) Your ability to access the online material extends to the end of November in the year for which you are registered with us for that particular paper, unless you defer your attempt in accordance with the conditions below.

### 4.2 Guaranteed Pass Scheme.

- 4.2.1 Your Guaranteed Pass Scheme comprises the following:
  - a) Distance Learning as described above
  - b) A place on our Taught Course(s) relevant to the paper booked.
  - c) A place on our Revision Course relevant to the paper booked. Free material and revision course if you satisfy the conditions below and do not pass a particular examination.
- 4.2.2 Conditions that must be satisfied for students to be eligible for a free resit and free material are as follows:
  - a) All practice examinations must be submitted by the due date as shown on your personalised study programme available on Tolley Performance Tracker.
  - b) Students may amend the due dates on their study programme to take into account individual circumstances by notifying us in writing within eight weeks after the start of their study programme.
  - c) In any case, all practice exams must be submitted by the end of the month prior to the exam sitting.
  - d) Students must achieve a minimum of 35% in each practice exam.
  - e) You must submit your pre revision mock examinations by the date specified on the study programme and achieve a minimum of 40% in each one.
  - f) It is your responsibility to ensure that your practice and pre revision mock exams are received at our premises. You should check on Tolley Performance Tracker to ensure that your exam has been logged as received. If it is not marked as received on your programme within seven days of sending you should contact us. You are advised to keep copies of all examinations sent. You must also keep all marked examinations that are returned to you.
  - g) We only accept hard copies of examination scripts and we regret we are unable to mark scripts transmitted to us electronically or by facsimile.
  - h) You must attend all days of the modular classroom and revision courses. You must attend for all sessions each day.
  - i) It is your responsibility to ensure that your attendance is recorded by the tutor on the attendance sheet.
  - j) You must sit your revision mock examinations at our premises on the revision course and achieve a minimum of 40% in each one.
  - k) You will be allowed one deferral and still be eligible for the Guaranteed Pass Scheme. All deferrals must be in accordance with our deferral policy, see below. You will be permitted to defer a second or subsequent time in line with the policy below but this will invalidate your entitlement to the Guaranteed Pass Scheme.
  - l) No refunds will be given for course or material bookings made under the Guaranteed Pass Scheme.

### 4.3 Taught Courses.

- 4.3.1 In order to attend a Taught Course you must purchase the relevant Distance Learning or Guaranteed Pass Scheme course.
- 4.3.2 If you have purchased the Online Distance Learning you must bring with you to the Taught Course a printed copy of the relevant manuals as specified in the joining instructions.
- 4.3.3 Joining instructions giving details of the course location, course timings and materials required will be sent by email between two and three weeks prior to the start of the course. It is your responsibility to supply us with a valid email address and to keep this up to date.

### 4.4 Online Distance Learning

- 4.4.1 Your Online Distance Learning course comprises the following:
  - a) Access to pdf copies of the manual(s) and question bank(s) via Tolley Online Academy, where appropriate.
  - b) Access to the audio-visual lectures via Tolley Online Academy.
  - c) Home study practice and pre-revision mock examinations. These are available by downloading from Tolley Performance Tracker and will be marked by us and returned to you.
  - d) Tutor support via the student and tutor forums on Tolley Online Academy or by email to examtraining@lexisnexis.co.uk
- 4.4.2 You should be aware of the following conditions:
  - a) Your login details for Tolley Online Academy and Tolley Performance Tracker are for your personal use (single user) only and are not transferable to any other person.
  - b) Your entitlement to tutor support is valid up to the end of the real examinations for which you are registered with us, unless you defer your attempt in accordance with the conditions below.
  - c) Your ability to access the online material extends to the end of November in the year for which you are registered with us for that particular paper, unless you defer your attempt in accordance with the conditions below.

### 4.5 Taught and Revision Courses

Subject to availability, provided full payment has been received, and Tolley Exam Training is informed at least 14 working days prior to the course date, it may be possible to transfer to an alternative course date, for which a course transfer fee of £25 will be charged. Such transfer may also give rise to an additional charge by Tolley Exam Training for replacement study materials.

### 5. Intellectual Property

- 5.1 Tolley Exam Training grants you a non-transferable, non-exclusive licence to use Tolley Exam Training's Course products and specified Online Services (subject to the additional Online Services Terms) for the relevant Course (including information, training material content, software and data) under the terms of this Agreement.
- 5.2 This licence shall terminate immediately upon termination of this Agreement for whatsoever reason.
- 5.3 You warrant that you shall only use Tolley Exam Training's Course products and Online Services for your own educational purposes only and shall not, without Tolley Exam Training's prior written consent, copy, make available, retransmit, reproduce, sell, disseminate, licence, distribute, publish, broadcast or otherwise circulate Tolley Exam Training's Course products or Online Services (or any part of them) to any person other than in accordance with this Agreement.
- 5.4 You will fully indemnify Tolley Exam Training in respect of any infringement of any intellectual property rights arising as a result of their use of Tolley Exam Training's Course products in breach of this Agreement.

### 6. Registration and Exam Entry

- 6.1 Tolley Exam Training accept no responsibility for non-registration by the student with the relevant professional body or institute in respect of their Course. The professional bodies/institutes are separate from Tolley Exam Training and it is the student's responsibility to register as a student member and enter into examinations with the relevant professional body.

### 7. Deferrals Policy

#### 7.1 Fees

Fees are payable in respect of the particular examination sitting booked. This entitles you to Material, tutor support and Online Services access for the sitting booked, as described in the relevant sections for each Course above. You are also entitled to submit practice exams for marking and these will be marked in accordance with our normal marking policy. Please see details in the section below on "Marking of scripts".

#### 7.2 Deferrals with no change of Finance Act

- 7.2.1 If you wish to defer your examination attempt to a later examination sitting where there is no change of Finance Act you will not be entitled to further tutor support, nor to Online Academy access, nor marking of practice/pre revision mock examinations UNLESS you comply with the following conditions:
  - a) This is the first deferral of this particular paper for which there was no change of Finance Act.
  - b) For AT and CTA courses, you notify us in writing prior to 1 April immediately preceding the examination sitting booked (if your current exam sitting is May) or 1 October immediately preceding the examination sitting booked (if your current exam sitting is November).
  - c) You pay us a fee of £10 plus VAT per paper for which you wish defer to cover our administration costs. If you are booked onto the Guaranteed Pass Scheme (GPS) and there are courses being run after the date you inform us of your deferral which you have not already attended, you will be entitled to attend the equivalent courses for the next examination sitting. You will still qualify under the GPS providing this is your first deferral for this paper and you satisfy all of the other conditions of the scheme.

#### 7.3 Deferrals with a change of Finance Act

- 7.3.1 If you wish to defer your examination attempt to a later examination sitting where there is a change of Finance Act you will not be entitled under your current contract to updated material, nor to further tutor support, nor to Online Academy access, nor marking of practice/pre revision mock examinations UNLESS you comply with the following conditions:
  - a) This is the first deferral of this particular paper for which there was a change of Finance Act.
  - b) For AT and CTA courses, you notify us in writing prior to 1 October immediately preceding the examination sitting booked (if your current exam sitting is November) or 1 April immediately preceding the examination sitting booked (if your current exam sitting is May).
  - c) For ADIT courses, you notify us in writing prior to 1 May immediately preceding the examination sitting booked.
  - d) You pay us a fee of 50% of the relevant correspondence course fee plus VAT per paper for which you wish to defer. Access will then be given to the updated material online and, if you are enrolled on the Distance Learning we will also supply you with a full new set of correspondence material.
  - e) The new sitting covers a Finance Act for the year immediately following that covered in the examination sitting originally booked.

If you are booked onto the GPS and there are courses being run after the date you inform us of your deferral which you have not already attended, you will be entitled to attend the equivalent courses for the next examination sitting. You will still qualify under the GPS providing this is your first deferral for this paper and you satisfy all of the other conditions of the scheme.

### 8. Cancellation Policy

- 8.1 Under no circumstances will there be any refunds in respect of Distance Learning bookings or material sales. For Distance Learning bookings you may defer your attempt until a later sitting under the deferral rules.
- 8.2 Under no circumstances will there be any refunds in respect of Guaranteed Pass Scheme bookings. You may defer your attempt until a later sitting under the deferral rules.
- 8.3 If you have booked individual courses you may cancel for a full refund if you notify us in writing more than twenty eight days prior to the start of the course. If you notify us in writing less than twenty eight days but more than fourteen days prior to the start of the course we will refund 50% of your fee. In all other cases there will be no refunds. You may defer your attendance on the course to the next running of the course, at no extra cost, if you notify us in writing prior to the start of the course.

### 9. Marking of scripts

You should submit your completed practice and pre revision mock examinations to us for marking. PLEASE ENSURE THAT YOU KEEP A COPY OF ALL EXAMS SUBMITTED. These must be scanned and e-mailed to us or submitted by post. We will mark these and return them to you within ten working days provided they are received by us at least three weeks prior to the Monday of the week of the real examination(s).

### 10. Change of address or other contact details

Tolley Exam Training must be notified in writing of any change in a customer's contact details, including the email address specified on your enrolment form.

### 11. Security

Personal possessions are your sole responsibility and we accept no responsibility for anything that is lost or stolen from us venues. Students are advised to keep valuables with them at all times.

### 12. Warranty

- 12.1 Tolley Exam Training represents and warrants that it has the right and authority to make or provide the Courses and Online Services available pursuant to this Agreement.
- 12.2 Tolley Exam Training warrants that (i) the Materials will be of satisfactory quality but does not warrant that they will be error free and (ii) Tolley Exam Training warrants that it will perform any services under this Agreement with reasonable skill and care.
- 12.3 EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 12.1 AND 12.2, THE COURSES, ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND WE AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES. The warranties in this clause 12 are provided in lieu of all other warranties expressed or implied which are hereby excluded to the fullest extent permitted by law.

### 13. LIMITATION OF LIABILITY

- 13.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Courses, Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Services or any features thereof or any Materials, (c) Student's use of the Courses, Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using the Courses or Online Services), (d) your use of any equipment in connection with the Online Services, (e) the content of Materials, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.
- 13.2 "Covered Party" means (a) Tolley Exam Training, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of Tolley Exam Training or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.
- 13.3 THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO COURSES, ONLINE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT RECEIVED FROM THE STUDENT OR EMPLOYER (IF APPLICABLE). YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 13.4 THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE COURSE, ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

### 14. Data Protection

- 14.1 Tolley Exam Training will use personal information collected about you for the purposes of (a) providing access to and use of the Courses to you, (b) providing customer support, billing, course reports and other similar activities related to Courses to you or, if applicable, to your employer and (c) keeping Authorised Users informed about products, services, offers and upcoming events and to improve our services. We may also provide personal information about you to third parties for the purpose of providing you with direct marketing offers which we think may be of interest. If you do not wish to receive information about other products, services, offers and events, notify Us in writing.
- 14.2 In accordance with the Data Protection Act 1998 we will provide and export personal data information about you to other members of our company group including RELX Inc in the United States and to any subcontractor appointed to carry out the provision of, or any aspect of, the Courses for the purposes of (a) providing access to and use of the Courses to you and (b) provide customer support, billing and other similar activities related to the Courses.

### 15. Miscellaneous

- 15.1 Neither Party will disclose to any third party details of this Agreement or any of the negotiations undertaken in relation to this Agreement without the prior written consent of the other.
- 15.2 Except as otherwise provided herein, all notices and other communications to you hereunder shall be in writing or displayed electronically in the Online Services by the provider thereof. Notices to you shall be deemed to have been properly given on the date posted, if posted; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Notices to us should be sent to Client Services, Tolley Exam Training, Lexis House, 30 Farringdon Street, London EC4A 4HH, or by sending an email to examtraining@lexisnexis.co.uk. You are advised to send formal notification by recorded delivery or to request an email receipt. Proof of posting is not proof of delivery.
- 15.3 The failure of us or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 15.4 You may not assign your rights or delegate your duties under this Agreement without our prior written consent.
- 15.5 These General Terms and Conditions together with the additional terms relating to the Online Services shall be governed by and construed in accordance with the laws of England and Wales.
- 15.6 Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.
- 15.7 Save for the owners of any intellectual property supplied by Us, no third parties shall acquire any rights under this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.