



Terms and conditions

Training course and online qualification bookings

Updated August 2020

Terms and conditions for training course and online qualifications

1. Definitions and Interpretation

- 1.1. The following definitions and interpretation shall apply to all dealings between the Buyer and the Company.
- 1.2. **'The Company', 'Us', 'Our' and 'We'** shall mean IPP Education Ltd trading as the CIPP, the Chartered Institute of Payroll Professionals and its subsidiaries.
- 1.3. **"The Buyer"** shall mean the person, firm or company to whom the CIPP agrees to supply to.
- 1.4. **"Products/Services"** means the products and/or services we agreed to provide you with under the Contract.
- 1.5. **"Contract Document"** means the enrolment form, booking form, registration form, and schedules applicable to it and our terms of business

2. Conditions Applying

- 2.1. These terms and conditions supersede any terms and conditions proposed by The Buyer and may not be varied except with the written consent of The Company in accordance with 2.3 below.
- 2.2. Prior to booking you must refer to our Website terms and conditions.
- 2.3. For Privacy and Data Protection Policy refer to clauses 5 and 8 of our Website terms and conditions.
- 2.4. Any variation to these terms and conditions must be agreed in writing and signed or countersigned by a Director of The Company.

3. Fees, Invoicing and Payment

3.1. Fees

The price(s) charged will be as shown on The Company's website at the time of the purchase of the Products/Services. The only exceptions shall be any variation pursuant to 2.3 above. All prices quoted are exclusive of VAT which will be added to all sums due under invoice. The Buyer will pay fees in full and, except as stated in these Terms, fees are not refundable.

3.2. Invoicing and Payment

The following payment terms form part of your original contract and must be adhered to. Payment can be made electronically by credit/debit card at the time of booking. Alternatively an invoice can be requested. The total invoice is due for payment on the earlier of;

- within 30 days of the date of issue, or
- three days prior to the course taking place, without any right of set-off; unless the Contract Document states otherwise, for example before the course material is released. Methods of payment are detailed on our invoices.

3.3. Non-payment of invoices

If the buyer has any queries on receipt of the invoice, The Buyer will write to The Company specifying their concern within 14 days of the date of the invoice. If The Buyer does not raise such a query, payment of the invoice shall be due in accordance with clause 3.2 above.

If any payment is outstanding for the course, The Company shall be entitled to deny any delegate registered by The Buyer entry to the course until such time as payment is made.

3.4. Additional fees

Training courses

- 22 days and more before the date of the course
 - Cancellation - £65+VAT
- 21 days or less before the date of the course
 - Substitute delegate - £65+VAT
 - Amendment by You (including change of date/venue) - £65+VAT per person per course
 - Extended access to online material - £65+VAT

Online qualifications

- Cancellation before material is made available - £65+VAT
- Assessment re-sits/deferrals - £65+VAT
- Course deferral fee - £150+VAT

4. Confirmation of Booking

4.1. Training courses

By submitting a booking form you agree and confirm that the delegate will attend/participate in the course. All bookings are subject to availability. Bookings will be confirmed when a place has been allocated. Joining instructions will be issued no later than seven days prior to the course date, at which point you shall also receive login details to access training materials online.

4.2. Online qualifications/training courses

By submitting an enrolment or booking form you agree and confirm that the delegate will attend/participate in the qualification/course. All enrolments/bookings are subject to availability. Enrolment/booking will be confirmed when a place has been allocated. Joining instructions will be issued on the qualification/training course commencement date as indicated on the timetable/website.

5. Rescheduling, Cancellation and Non-attendance

5.1. **By us:** The dates, times and venues advertised are provisional. We will use reasonable endeavours to adhere to these; however, we may reschedule or cancel if circumstances beyond our control make cancellation necessary. Circumstances beyond our control include, but are not limited to, acts of terror, natural disaster, strikes, 'Acts of God' and adverse weather conditions. In the event of a change or cancellation we will make reasonable endeavours to notify you and offer you an alternative. If you do not accept an alternative we shall refund fees paid for the original booking and you agree that we shall incur no further liability whatsoever as a result of the cancellation.

5.2. By you:

5.2.1. **Training courses:** If a delegate cannot attend a training course after booking is confirmed, subject to availability, they will be transferred to another course of the same or different title on the

same or different date provided we receive the request for transfer in writing no later than 21 days prior to commencement of the course and you will pay the difference, where applicable. A charge of £65+VAT will be levied if less than 21 days' notice is given. In the event that the delegate wants to cancel their booking they must send us a request in writing no later than 21 days prior to the course date and a charge of £65+VAT per person, per cancellation will be levied. We shall not refund fees where less than 21 days' notice is received or for non-attendance on the day.

5.2.2. We accept substitute delegates up to day before the course date. Details must be provided in writing. A fee of £65+VAT will be charged if notice is given 21 days or less before the course date.

5.2.3. **Online qualifications:** Students are able to cancel/change up to the date that the material is made available by emailing education@cipp.org.uk. A charge of £65+VAT will apply.

5.3. Online material

5.3.1. We shall not refund fees paid once a delegate/student has been booked onto a course/qualification and material has been made available.

5.3.2. Access is given to training course material no later than seven days prior to the course date and for seven days after. It is the delegate's responsibility to access/download the latest version of the material. Any access after this time may incur an administration fee of £65+VAT.

5.3.3. Access is given to online training course material on the start date shown on the website at time of booking. Access will expire 21 days later. Any access after this time may incur an administration fee of £65+VAT.

5.3.4. Access is given to online qualifications material on the qualification start date provided on the timetable. Access will expire four weeks after the qualification is completed.

6. Discounts and Promotions

To be eligible for discounts and promotions, you must meet the criteria for each discount or promotion type as set out by CIPP.

6.1. Membership discounts are applicable to paying members of the CIPP who hold Associate, Full, Fellow or Chartered membership only. Membership numbers must be quoted at the time of booking.

6.2. The CIPP may introduce a promotion at any time. Promotional rates are not applicable to those who have already booked to attend a course. A promotion is subject to availability. A promotion does not give you the right to book a specific course or book a combination/mix of courses. We reserve the right to reject the combination of courses or cancel a promotion without notice. Only one offer/promotion can be accepted and must be applied at the time of booking.

7. Liability disclaimer:

The CIPP (the Chartered Institute of Payroll Professionals) is not responsible for the actual internet speed that the end-user will experience while using our online products as the it depends upon a variety of conditions, many of which are beyond the control of the CIPP. These conditions include:

7.1 Performance of a customer's computer, including its age, processing capability, its operating system, the number of applications running simultaneously, and the presence of any adware, malware and viruses;

7.2 Type of connection between a customer's computer and our online platform. For example, Wireless connections also may be subject to greater fluctuations, interference, and congestion;

- 7.3 The distance packets travel (round trip time of packets) between a customer's computer and its final destination on the Internet, including the number and quality of the networks of various operators in the transmission path. The Internet is a "network of networks." A customer's connection may traverse the networks of multiple providers before reaching its destination, and the limitations of those networks will most likely affect the overall speed of that Internet connection. Please liaise with your internet provider if such issues occur;
- 7.4 Congestion or high usage levels at the website or destination. If a large number of visitors are accessing a site or particular destination at the same time, your connection will be affected if it does not have sufficient capacity;
- 7.5 Gating of speeds or access by the website or destination. In order to control traffic or performance, many websites limit the speeds at which a visitor can download from their site. Those limitations will carry through to a customer's connection. Moreover, VPN connections may slow down your internet speed;
- 7.6 The performance of the cable modem you have installed. Modem performance may degrade over time, and certain modems are not capable of handling higher speeds;
- 7.7 Latency is another measurement of Internet performance. Latency is the time delay in transmitting or receiving packets on a network. Latency is primarily a function of the distance between two points of transmission, but also can be affected by the quality of the network or networks used in transmission. Latency is typically measured in milliseconds, and generally has no significant impact on typical everyday Internet usage. As latency varies based on any number of factors, most importantly the distance between a customer's computer and the ultimate Internet destination (as well as the number and variety of networks your packets cross); if your latency (ping) is higher than usual, please contact your internet provider; It is the customer's responsibility to have their computer updated and with the latest version of software (e.g.: Operating System, web browser, Adobe Flash, Adobe Acrobat, Microsoft Office, and so on)

8. Data protection

- 8.1. All data collected as part of this contract for services is in accordance with the data protection regulations applicable to the UK as outlined within the CIPP's [privacy notice](#).
- 8.2. If you wish to exercise your rights of access to your personal data processed by the CIPP then please contact us, in writing, at the address below:
CIPP
Goldfinger House
245 Cranmore Boulevard
Shirley
Solihull
West Midlands
B90 4ZL

9. Copyright

- 9.1. We retain ownership and sole rights to the copyright of any material provided for the purpose of the course/event. Once supplied, materials, with the exception of the copyright, become the personal property

of the delegate and no part of the materials maybe used or reproduced in any form by any person or organisation unless as authorised by a Director of 'The Company'.

9.2. Audio or video recording at any course/event is not allowed except where we have given prior written permission.

10. Law of England

10.1. For all legal relationships between the Company and the Buyer, the law of England and Wales shall apply.

11. Severability

11.1. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement.

Education services team

CIPP, Goldfinger House, 245 Cranmore Boulevard, Shirley, Solihull, B90 4ZL

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