

## Terms and Conditions For the Supply of IAOCR Online Programs

### **1. The Contract Between You and Us**

- 1.1 These terms and conditions of purchase (**Terms**) govern the provision of services in respect of the online accreditation and/or online training program(s) (**Programs**) by IAOCR Limited (**we, us** or **our**) to you.
- 1.2 You should read these Terms carefully before purchasing the Programs. By accessing the Programs or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should not buy the Programs.
- 1.3 All words defined in these Terms that are used in the singular are to have the same meanings when used in the plural and vice versa.
- 1.4 Headings and numbering in these Terms are for reference only and do not affect the interpretation of the contract between us.
- 1.5 Any contract for purchase of our Programs made through the website will be with IAOCR Limited, whose registered office is situated at Bray Business Centre, Weir Bank, Monkey Island Lane, Bray, Berkshire, SL6 2ED, England. Our company registration number is 07677372.
- 1.6 We must receive payment of the whole of the price for the Programs that you order, before your order can be accepted and the contract formed. Payment is taken when you enrol on or before the registration date for specific Programs. The start date for those Programs will be specified on the website. Once payment has been received by us we will confirm that your order has been received by sending an email to you at the email address you provide on your registration form at point of purchase. The confirmation email will include your name, the order number and the total price, along with information on next steps. Our acceptance of your order brings into existence a legally binding contract between us on these Terms. Any term sought to be imposed by you in your order will not form part of the contract.
- 1.7 We are entitled to withdraw from any contract in the case of obvious errors or inaccuracies regarding Programs appearing on our website. If an error or inaccuracy is discovered with regard to the advertised price of Programs that you have ordered, we will contact you as soon as possible by email. This will be to inform you of the correct price of the Programs and to ask you if you wish to continue with the order at the amended price, or to cancel the order altogether.
- 1.8 All Programs and communications between you and us will be in English, unless we confirm otherwise in writing prior to you booking with us.

### **2. Withdrawal By You from the Contract**

- 2.1 You may withdraw your order for Programs at any time up to the end of the fourteenth day after you have enrolled for the Programs (the **Cooling Off Period**). You do not need to give us any reason for withdrawing your order nor will you have to pay any penalty.

- 2.2 The only circumstance in which you cannot withdraw your order is where you have accessed and/or activated the Programs, in which event your order is final and binding. (You will be sent a link (by email) to access the Programs prior to the start date of your Programs).
- 2.3 To withdraw your order during the Cooling Off Period you must notify us in writing by sending an email to [accreditation@iaocr.com](mailto:accreditation@iaocr.com).
- 2.4 Once you have notified us that you are withdrawing your order, any sum debited from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your email.

### **3. Self-Certification and Your Participation in Programs**

- 3.1 When buying and registering for Programs you must supply your full official name, as detailed in your official photo identification. Upon successful completion of Programs, as appropriate, we will issue certificates in the name that you have registered with us.
- 3.2 When buying Programs you are undertaking to complete all the processes, from and including initial registration through to Programs completion, honestly and accurately. Where appropriate, you will be required to confirm whether you have the required background training, education and/or work experience relevant to the Programs for which you have registered.
  - 3.2.1 In relation to accreditation only Programs:
    - 3.2.1.1 Accreditation Programs explicitly only include assessment for accreditation. Unless training is explicitly stated, training is not included. It is therefore essential that you assess yourself accurately against the relevant competencies list(s) on our website, to decide for yourself whether you meet the requirements for the accreditation assessment.
    - 3.2.1.2 The purpose of accreditation only Programs are to assess whether your ability to demonstrate the relevant professional competencies to gain the accreditation standard.
    - 3.2.1.3 Where you pass the Programs and are awarded accreditation, you acknowledge that this is based on your competence at the time of passing the assessment, that ongoing competence cannot be guaranteed due to changes in personal, work and best practice circumstances, and that you will be committed to continuing your professional development in line with up-to-date industry best practice standards.
  - 3.2.2 In relation to accreditation in ICH-GCP:
    - 3.2.2.1 You acknowledge that the accreditation is awarded by us and is valid for a maximum 24 month period.
    - 3.2.2.2 We reserve the right to reduce the validation period should regulatory or best practice requirements change.
    - 3.2.2.3 You acknowledge that you are personally responsible for ensuring that you stay up to date with changing industry, regulatory, and other best practice standards and requirements; as per changes that may occur from time to time. Therefore, it may be appropriate and necessary for you to complete further training and assessment within the 24 month period.

- 3.3 You will participate in the Programs in good faith and acknowledge that you must not contravene the requirements of our Malpractice and Academic Misconduct Policy; which is available on our website.
- 3.4 When you commence a Program, or part of a Program (if the Program has more than one part). You will complete it in one sitting.
  - 3.4.1 For security and integrity purposes, you will logout of the Programs when you are not actively using it. You will not leave your device unattended whilst you are logged into the Programs.
- 3.5 You agree that you will ensure that (i) all the answers submitted by you as part of the assessment will be entirely your own work; (ii) you have received no assistance or input that is not your own; (iii) you will provide answers based on your own knowledge and experience; (iv) you will not copy or plagiarise work of others, regardless of whether it has been published; (v) you will not copy and/or share questions or answers from our Programs; (vi) you will not use any form of artificial intelligence, or other technology innovations in the course of your participation in our Programs;(vi) you will not share password or login details.
- 3.6 You acknowledge that we have the right to withdraw services for Programs with immediate effect and pending investigation if fraudulent activity is suspected, and/or admitted to. We will make the final decision and no refund or compensation will be provided.
- 3.7 If you commit or are involved in a fraudulent activity in relation to our services, or any activity that compromises the integrity of our Programs takes place as a result of your actions, we will log the issue against your name in our records and hold it on record for a period of 10 years. During which time you will not be entitled to participate in any of our Programs.
- 3.8 If you wish to appeal against Programs awards decisions, and/or against a decision made in accordance with our Malpractice and Academic Misconduct Policy, you may appeal by following the process detailed in the Learners Appeals Against Assessment Decisions and Complaints Policy; which is available on our website.

#### **4. Registration and Password Security**

- 4.1 Use of the Programs will require registration.
- 4.2 We are not obliged to permit anyone to register for the Programs and we may refuse, terminate or suspend registration to anyone at any time and for any reason.
- 4.3 You are responsible for making sure that your password and any other account details are kept secure and confidential. You must not share your password or account details with anyone. You acknowledge that sharing your password and/or account details compromises the integrity of the Programs and constitutes learner malpractice.
- 4.4 If we have reason to believe there is likely to be a breach of security or misuse of the Programs through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.
- 4.5 Any personal information submitted by you during the registration process will be processed in accordance with our Privacy Policy.
- 4.6 As a condition of registration, it may be necessary for us to verify your identity. Official identification documentation will be required, and this must state your full legal name, date of birth, and a

photograph that accurately represents your likeness. Where necessary, instructions for completing this verification will be provided following confirmation of your purchase of the Programs.

## **5. Availability of Programs**

- 5.1 In some circumstances, we may place a limit on the number of spaces available on particular Programs. In such event you will be offered the next available date.
- 5.2 Once you have placed your order for Programs, you will receive an email confirming your order sent to the email address provided by you at the time of your booking. Normally, one working day before your Program start date (as stated on our website) you will receive an email from us or our online platform with the login details for your portal, where you will complete your Programs.

## **6. Booking an Online Accreditation Program**

- 6.1 Bookings for our Programs can only be made via our website. If you have any problem making your booking online, please call +44 (0) 1628 784906 or email [accreditation@iaocr.com](mailto:accreditation@iaocr.com).
- 6.2 Your booking will only be considered confirmed once we have received payment from you in full and in cleared funds.
- 6.3 All transactions must be made by credit or debit card and completed a minimum of three working days prior to the online Programs start date. We may in limited circumstances accept payment by invoice or BACS but such payment methods must be approved by us in writing in advance of the Programs start date.
- 6.4 Online Programs access will be activated by sending you an email (to the email address provided by you on your booking) normally one working day before the Programs start date.

## **7. Change of Programs Start Dates by You**

- 7.1 Once your order has been accepted, you will only be allowed to move onto another Program start date if you have not already activated and/or accessed the Programs by logging in to an online portal. In such event you must take the next available accreditation program commencement date.
- 7.2 You may only make one amendment to your accreditation program start date and an administration fee of £35 (excluding UK VAT) will be charged to you in this respect.

## **8. Cancellation of Programs by IAOCR**

- 8.1 We reserve the right to amend or cancel the Programs, the Program dates or their published prices. Any changes will be advised before the Programs commencement date and any Programs already paid for in full will not be subject to an increased price.

## **9. Ownership, Use and Intellectual Property Rights**

- 9.1 The content and know how associated with our Programs are the sole ownership of us and our licensors. You may only utilise the tools, processes, content whilst this contract is in effect.

- 9.2 The intellectual property rights in the Programs and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from or via the Programs are owned by us and our licensors.
- 9.3 We and our licensors reserve all our intellectual property rights, including, but not limited to, all copyright, trade marks, domain names, design rights, software code, database rights, patents and all other intellectual property rights of any kind, whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.
- 9.4 Nothing in these Terms grants you any legal rights in the Content other than as necessary for you to access it and complete the accreditation programs. You agree not to adjust, try to circumvent or delete any notices contained in the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Content.
- 9.5 You will not copy or distribute any of our intellectual property or any intellectual property belonging to our licensors.
- 9.6 During the term of this Contract you will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use our services solely for your own use and subject to the terms of this Contract.
- 9.7 You acknowledge that this is a services agreement and we will not be delivering copies of any software to you as part of this agreement.
- 9.8 You shall not, and shall not permit anyone to: (i) copy or republish the our services or software, including the software and services of our licensors (ii) make the services available to any person other than yourself (iii) use or access the services to provide service bureau, time-sharing or other computer hosting services to third parties, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the services or in the documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the software used to provide the services. or (vii) access the services or use the documentation in order to build a similar product or competitive product.
- 9.9 You shall not, and shall not permit anyone to extract the content of the off the shelf content to use in other platforms or in any way other than for the purpose intended within this Contract.
- 9.10 Subject to the limited licenses granted herein, you explicitly acknowledge that you have no right, title and or interest in and to the software and/or services, documentation, and other deliverables provided under this Contract, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein.
- 9.11 You will not place any of our intellectual property into any AI (artificial intelligence platform); including but not limited to our questions, answers, descriptions, and/or educational materials.
- 9.12 Trade marks: Our registered name, trading names, website, logos, trade marks, accreditation marks, certification marks, and other trade marks and trade names, badges and professional certification marks are our sole property. Use by you of any of our intellectual property; is strictly prohibited unless you have our express prior written permission.

## **10. Your Privacy and Personal Information**

- 10.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with the Privacy Policy on our website, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 10.2 In relation to accreditation Programs only; you acknowledge that your details and results will be logged in our secure database of registered learners. Your details will be held for a minimum of 10 years.
- 10.3 If you require a duplicate certificate of accreditation and/or confirmation of accreditation, you may contact us via [accreditation@iaocr.com](mailto:accreditation@iaocr.com) to have your request processed. An administration charge will be applied in this regard.
- 10.4 If we receive a request from a third party for confirmation of your accredited status and/or duplicate certificate of accreditation, we will not provide any information, unless we have your express permission to do so. Requests from third parties can be made via [accreditation@iaocr.com](mailto:accreditation@iaocr.com). An administration charge will be applied in this regard.

## **11. Consent to Contact**

- 11.1 You consent to us contacting you to provide updates and reminders of when your training and/or accreditation is due for renewal and/or requires updating.
- 11.2 You consent to receiving updates and communication from us with regard to industry best practice news. If you wish to opt out of receiving communication from us, you can do so by emailing [info@iaocr.com](mailto:info@iaocr.com); marking the subject header of your email "Unsubscribe".

## **12. Liability**

- 12.1 If the Programs to which you have been given access are not Programs detailed in your order confirmation you must notify us via email to [accreditation@iaocr.com](mailto:accreditation@iaocr.com) within three working days of activating the Programs in the online portal. If you failed to do so we shall have no liability to you in this respect.
- 12.2 Nothing in this clause 12 is intended to limit any rights you might have as a consumer under applicable English law that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from its negligence.
- 12.3 Nothing in this contract creates any right which is enforceable by any person who is not a party to the contract.

## **13. Force Majeure**

- 13.1 We shall have no liability to you for any failure or delay to deliver Programs you have ordered where such failure or delay is caused by any event or circumstance beyond our reasonable control.

## **14. Invalidity**

14.1 If any part of these conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## **15. Disclaimer**

15.1 The nature of Internet communications means that your communications may be susceptible to data corruption, interception and delays. We shall not be responsible for any detrimental reliance you place on our website or portals.

15.2 We makes no representations or warranties about the accuracy, completeness or suitability for any particular purpose of the information and related graphics published in our website or portals, or the website or portals of our licensors, or that any software or the server that makes it available are free of viruses or other harmful components.

## **16. Hyperlinks**

16.1 Our website and portals and the website or portals of our licensors, may contain hyperlinks. These hyperlinks may connect you to sites of other organisations which are not our responsibility. We have used our reasonable endeavours in preparing our website and portals and the information included in it is done so in good faith. However, we have no control over any of the information you can access via other websites. Therefore, no mention of any organisation, company or individual to which our website and portals and the website and portals of our licensors is linked shall imply any approval or warranty as to the standing and capability of any such organisations, companies or individuals on our part.

## **17. Promotional Discount Codes**

17.1 We may occasionally offer discount codes. Discount codes can only be used once per person/legal entity, with one discount code to be used per transaction and can only be used for the Programs relevant to the code. Discount codes can only be used at time of purchase and not retrospectively. All discount codes are subject to their own terms and conditions and we reserve the right to withdraw discount codes at any time.

## **18. Complaints**

18.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible at [accreditation@iaocr.com](mailto:accreditation@iaocr.com).

## **19. Working Hours and Governing Law**

19.1 Our standard working hours are Monday to Friday 9am to 5pm during English working hours. Please note that we do not work on weekends or public holidays and that we are closed for business for the period between and including 24 December to 2 January each year.

19.2 This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

## **20. Entire Agreement**

20.1 These Terms, together with our current website prices and our contact details, set out the whole of our agreement relating to the supply of the Programs to you. These Terms cannot be varied except in writing signed by one of our Chief Executive Officer. In particular, nothing said by any person, including in a sales capacity, on our behalf should be understood as a variation of these Terms or as an authorised representation about the nature or quality of any Programs offered for sale by us. We shall have no liability for any such representation being untrue or misleading.