

## **IoD Jersey Accelerated Certificate in Company Direction Booking Terms and Conditions**

### **1. Who we are**

- 1.1 These terms and conditions, together with any additional booking form provided by us via the Website or otherwise, or email or telephone call whereby you provide us with details of the Course you wish to book (the “Booking Form”) (together being the “Terms”) form the basis of the contract through which the Institute of Directors (“IoD”, “we”, “us” or “our”) provide Open Courses (a “Course”) to you (“you”). A “Course” for this purpose includes any virtual, online and/or face to face Open Courses we may provide to you from time to time.
- 1.2 We may update or amend these Terms from time to time to reflect changes to our open courses, our services, our users’ needs and our business priorities. We will try to give you reasonable notice of any major changes.
- 1.3 The IoD is incorporated by Royal Charter with registered number RC000252. Our registered office is located at 116 Pall Mall, London, SW1Y 5ED. You can contact our Company Secretariat on [governance@iod.com](mailto:governance@iod.com) or by writing to the IoD’s Company Secretariat, 116 Pall Mall, London, SW1Y 5ED.
- 1.4 When completing the Booking Form you will be sent a copy of these terms and conditions. Please read these terms and conditions carefully before booking any Course with the IoD. You will be asked to confirm that you have read and understood these terms and conditions before your course booking is completed. In consideration of us accepting your completed Booking Form, you agree (on your behalf and on behalf of any company you work for (as applicable) to be bound by these terms and conditions.
- 1.5 Where you are completing an examination in connection with a Course, these Terms will apply to the Course and the IoD Exam Terms and Conditions (found [here](#)) will apply to the examination.

### **2. Registration and Accounts**

- 2.1 In order to access the Course and certain features of the Website, you must register a user account on the Website (an “IoD Account”) and must be 18 years old or over. You warrant that the details provided on registration are true, accurate, complete and current. You must promptly update us with any changes to your account details.
- 2.2 By registering an IoD Account, you agree that you:
- a) are, and will continue to be, registered for the Website only once and will not set up multiple IoD Accounts;
  - b) will not let anyone else use your IoD Account; and
  - c) will not commit any form of academic misconduct whilst undertaking a Course.

2.3 If you choose, or are provided with, a username, password or any other piece of information as part of our registration procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.

2.4 If you know or suspect that anyone other than you knows your username or password, you must notify us immediately.

### 3. Booking procedure

3.1 When you click to submit your Booking Form online, or you email us or call us with details of your booking for a Course, you are making an offer for a place on that Course in accordance with these Terms.

3.2 We have accepted your offer when we have received your Booking Form for a Course and have confirmed in writing (which includes e-mail) our acceptance of your completed Booking Form ("Booking Confirmation"), at which point a contract will come into existence on these Terms between you and the IoD.

3.3 Where you make a booking on behalf of a company, you and the company will be bound by these Terms jointly and severally. Where you make a booking on behalf of the company you warrant that you have the authority of the company to do so.

### 4. Payment Terms

4.1 Where you email us with details of your booking for a Course, you will be sent an invoice and notice of your booking by e-mail as part of the Booking Confirmation.

4.2 Where you have already paid the Course fee by credit/debit card as part of the booking procedure:

- a) on the IoD Website, you will be able to access a copy of your receipt via your online account; or
- b) via email, we will send you a receipt.

4.3 Where payment has not been made during the booking procedure, the invoice must be paid on receipt to secure your place on the Course, your place is not secure until payment has been made and verified. If the invoice is not paid, we reserve the right to cancel your place on the Course.

### 5. Cancellation

5.1 Where you cancel a booking:

- a) at any time up to 30 days prior to the applicable Course start date you will receive a full refund of any Course fees already received by us (excluding any late payment charges which we shall retain or you shall remain liable for as applicable); or

b) less than 30 days prior to the applicable Course start date, you will remain liable in respect of all applicable Course fees (as well as any late payment charge that may apply). Where you have already paid such Course fees or late payment charge these are non-refundable.

5.2 Courses may only be cancelled by you in accordance with paragraph 5.1. If you fail to attend all or part of any Course, you will not be entitled to any refund of any kind (either in part or in full).

5.3 Any cancellation notice or transfer request (made in accordance with paragraph 6) must be made in writing and sent by email to [officer.jersey@iod.net](mailto:officer.jersey@iod.net). Any requests made by telephone will not be accepted.

## 6. Transfer Requests

You may substitute your Course place with another delegate from your organisation for no additional charge, but notice of this must be sent at least 7 days prior to the Course start date by email to [officer.jersey@iod.net](mailto:officer.jersey@iod.net). You may only substitute your place if payment for the Course has been made in full. If the substitute is a non-member and you have paid the member-rate, the difference will need to be paid in full prior to the applicable Course start date in order to confirm the substitutes' place on the Course.

## 7. Circumstances Beyond Our or Your Control

7.1 We shall not be responsible for any breach of these Terms by the IoD or any third party and you shall not be entitled to any kind of refund, where such breach is caused by circumstances beyond our reasonable control. When we say "circumstances beyond our reasonable control", we mean any act or event which is not attributable to any act or failure to take preventative action by us (including, for example, COVID-19 or any similar or subsequent outbreak, a terrorist attack or threat of terrorist attack, adverse weather conditions, industrial action, a natural disaster, tutor bereavement or illness, a Government order or requirement, a failure of public or private telecommunications networks or difficulties in using any means of public or private transport). If a breach is caused by circumstances beyond our reasonable control, we will contact you as soon as reasonably possible to notify you of it, and our obligations under these Terms will be suspended for the duration of those circumstances.

7.2 If you are unable to attend your Course due to unforeseen circumstances (including, but not limited to, bereavement, illness, and specifically excluding business reasons), and you need to transfer your Course to another delegate from your organisation, a request must be made in writing via email to [officer.jersey@iod.net](mailto:officer.jersey@iod.net). Requests for complete cancellation made for these reasons will be considered by the IoD (acting in its sole discretion) on a case by case basis. Should such consent be given, we reserve the right to charge you:

a) an administration fee of £150 to cover costs; and

b) a minimum fee of £1500 for those who have booked an accelerated certificate course (as described on our [IoD.com](http://IoD.com) Website); and

c) a fee for any other non-refundable costs we might have incurred in respect of your booking (up to 15% of the overall Course fee).

7.3 Where the Course duration exceeds more than one day, and you are absent from the Course for one or more of those days, we reserve the right to refuse entry to you for the remainder of the Course (including, where applicable, any accompanying examination module).

## 8. The Open Course

8.1 We shall use reasonable endeavours to:

- a) supply the Course in accordance with these Terms in all material respects, but reserve the right to change the Course content at any time and without notice; and
- b) meet any specified Course dates and times, but any such dates and times shall be anticipated dates only and may be subject to alteration.

8.2 We reserve the right to cancel or vary any Course should circumstances so demand. You will be notified of any cancellation or any variation (which we consider will materially disadvantage you) at least 14 days in advance of the Course. Where the Course is cancelled or varied, in a way in which we consider will materially disadvantage you, and you no longer wish to attend the Course, you will be entitled to a refund of all applicable Course fees you have paid in respect of such Course (excluding any late payment charges, which we shall retain or you shall remain liable for as applicable).

8.3 We reserve the right to review and vary our fees and these Terms as and when appropriate. Should our fees and/or these Terms be varied to your detriment, you will have the option to withdraw from the Course and we will refund the fees you have paid for that Course (excluding any late payment charges which we shall retain or you shall remain liable for as applicable).

8.4 We accept no liability for covering any expenses incurred by you in relation to your attendance on a Course which is cancelled or varied by us in accordance with this paragraph 8, or where you have chosen to withdraw from a Course in accordance with paragraph 8.3.

## 9. Course Conduct

9.1 While attending a Course you must conduct yourself, both publicly and privately, in a professional manner and not do anything, or permit anything to be done, that may cause any harm or loss to the IoD's goodwill, reputation or professional standing.

9.2 You must not do or permit anything to be done:

- a) that causes damage to any IoD or third party property while attending a Course; or

b) to any other person attending a Course, member of IoD staff, IoD consultant or contractor and/or any third party company or individual who is engaged by or on behalf of the IoD or is closely connected to the IoD that may in the IoD's opinion be considered to be inappropriate, distressing, disrespectful, obscene, embarrassing or otherwise offensive.

9.3 Your attendance on a Course is conditional on your undertaking to not: (a) knowingly introduce any viruses to the IoD website or the IoD's mobile applications, including, without limitation [iod.com](http://iod.com), Adobe Connect, the Advance mobile application, [Director.co.uk](http://Director.co.uk), the IoD's Digital Academy website and mobile applications and other IoD managed websites and mobile applications as may be produced (together our "Sites"); (b) attack (or instigate or directly or indirectly facilitate an attack of) our Sites, whether via a DOS or DDOS attack or otherwise; or (c) use our Sites for any purpose or in connection with any purpose which is or could reasonably be perceived to be inappropriate, unlawful, abusive, libellous, obscene or threatening.

9.4 You agree that you are solely responsible for any breach of your obligations under these Terms and for the consequences of that breach (including, but not limited to, any loss or damage which we or any third party may suffer).

9.5 Where you do not comply with this paragraph 9 we reserve the right to refuse entry to you for the remainder of the Course (including, where applicable, any accompanying examination module). In such circumstances you will not be entitled to a refund of any kind.

#### 10. Use of IoD Intellectual Property

10.1 All copyright and other intellectual property rights in all information, text, imagery, content and materials made available to you in connection with a Course (whether in hardcopy form or otherwise) or on our Sites (together the "Materials") belongs to the IoD and/or its licensors. Materials may be used for your personal use only and not for commercial use. You agree to abide by all reasonable instructions and restrictions imposed by the IoD from time to time in respect of your use of the Materials

10.2 You are responsible for taking any security measures necessary when using the Website (for example, by keeping your login details secure). Links to third party websites are provided for your convenience only and the IoD is not responsible in any way for and has no liability in respect of the content or operation of such websites or the associated organisations.

10.3 We make no warranties or representations as to the accuracy, timeliness, performance, completeness or suitability of the Materials for any particular purpose. You acknowledge that such Materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. You should independently verify any information before relying on it. Any communications

made by any third party on the Website, the Materials or in any other form of media or forum (including any verbal, written and non-verbal communications) is the view of that third party and not of the IoD.

10.4 You are not authorised to:

- copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Materials without our prior written consent;
- record on video or take photographs of the Course given;
- use the Materials in the provision of any other course or training whether given by us or any third party trainer;
- access or attempt to access any other account or falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to misrepresenting your affiliations with a person or entity, past or present;
- remove any copyright or other IoD notice on the Materials; or
- modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Website.

10.5 Where you do not comply with this paragraph 9 we reserve the right to refuse entry to you for the remainder of the Course (including, where applicable, any accompanying examination module). In such circumstances you will not be entitled to a refund of any kind (either in part or in full).

## 11. Confidentiality

Except with the consent of the disclosing party or as required by law, a court order or by any relevant regulatory or government authority or to the extent that information has come into the public domain through no fault of the receiving party, each party shall treat as strictly confidential all commercial and technical information relating to the other party received or obtained as a result of entering into or performing these Terms including (but not limited to) information which relates to the provision of the Course, any other party or these Terms.

## 12. Limit of Liability

12.1 Nothing in these Terms shall exclude or limit any person's liability where it would be unlawful to do so. This includes for death or personal injury caused by a person's negligence, or any person's liability for fraud.

12.2 Subject to paragraph 12.1, our total liability to you, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising out of or in connection with these Terms shall be limited to an amount equivalent to 100% of any fees received by us from you in connection with these Terms.

12.3 Subject to paragraph 12.1, we provide Courses to you for your own personal use, and you agree that we have no liability to you for any: loss of profit; loss of business; business interruption or loss of business opportunity; damage to reputation or goodwill; and indirect, consequential or special loss.

12.4 Except as specified in these Terms, all express or implied conditions, terms, representations or warranties (whether implied by statute or otherwise) are hereby excluded to the maximum extent permitted by law.

### 13. Data Protection

For the purposes of this paragraph 13, the following definitions shall apply:

Data Subject: a living, identified or identifiable individual about whom we hold Personal Data. Data Subjects may be nationals or residents of any country and may have legal rights regarding their Personal Data.

UK GDPR: the retained EU law version of the General Data Protection Regulation ((EU) 2016/679). Personal Data is subject to the legal safeguards specified in the UK GDPR.

Personal Data: any information identifying a Data Subject or information relating to a Data Subject that we can identify (directly or indirectly) from that data alone or in combination with other identifiers we possess or can reasonably access. Personal Data includes Pseudonymised Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed.

Processing or Process: any activity that involves the use of Personal Data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transmitting or transferring Personal Data to third parties.

Pseudonymisation or Pseudonymised: replacing information that directly or indirectly identifies an individual with one or more artificial identifiers or pseudonyms so that the person, to whom the data relates, cannot be identified without the use of additional information which is meant to be kept separately and secure.

13.1 We intend to make the delegate lists (consisting of delegates names, job titles and the names of their companies) available to other delegates on the day of the Course in order to enable effective networking between delegates. If you would like any of your details to be excluded from the delegate list please email [officer.jersey@iod.net](mailto:officer.jersey@iod.net) at least 14 days prior to the Course start date.

13.2 We also separately provide your name, company title and company name to our Course leader and technical producer for virtual courses in advance of the Course. This information is provided on a strictly confidential basis solely for the purpose of enabling the Course leader to tailor the Course to our delegates industries and seniority and for technical producers to be able to troubleshoot any issues that you may experience. Please contact [officer.jersey@iod.net](mailto:officer.jersey@iod.net) if you have any concerns.

13.3 We agree to Process Personal Data only in accordance with your written instructions, unless otherwise required by UK or EU law, in which case we shall inform you of that legal requirement (unless prohibited from doing so by law).

13.4 We adhere to the principles relating to Processing of Personal Data set out in the UK GDPR which require Personal Data to be:

- (a) Processed lawfully, fairly and in a transparent manner;
- (b) collected only for specified, explicit and legitimate purposes;
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed;
- (d) accurate and where necessary kept up to date;
- (e) not kept in a form which permits identification of Data Subjects for longer than is necessary for the purposes for which the data is processed;
- (f) Processed in a manner that ensures its security using appropriate technical and organisational measures to protect against unauthorised or unlawful Processing and against accidental loss, destruction or damage;
- (g) not transferred to another country without appropriate safeguards being in place; and
- (h) made available to Data Subjects and allow Data Subjects to exercise certain rights in relation to their Personal Data.

We are responsible for and must be able to demonstrate compliance with the data protection principles listed above. The IoD takes data protection seriously, for information on how we obtain, store and use your data please refer to the IoD's Privacy policy at <https://www.iod.com/privacy-policy>.

#### 14. Feedback and Complaints

If you have any feedback or complaints, please send them to us at the address given on the 'Contact us' section of our Website or send them to [directordev@iod.com](mailto:directordev@iod.com). We would like to hear from you so we can continue to improve our service. We endeavour to respond to any complaints within 10 working days.

#### 15. General

15.1 These Terms constitute the entire agreement between you (and where applicable your company) and the IoD. Any advertising or descriptions of the Courses (for example, on the Website) are published for illustrative purposes only and shall not form part of the Terms.

15.2 You agree that we may transfer our rights under these Terms to any company, firm or person provided that the Course will not be adversely affected as a result of such transfer. If we need to, we will contact you in advance of such transfer.

15.3 Any failure or delay by us to action a breach by you of these Terms shall not constitute a waiver of any rights and remedies we have in respect of such breach. For example (without limitation) if you miss a payment

and we do not chase you, but continue to provide the Course to you, we can still require you to make the payment at a later date.

15.4 These Terms govern the relationship between you (and where applicable your company) and us. No other person shall have any rights to enforce any of the Terms.

15.5 Each of the paragraphs of these Terms operates separately. If a court finds part of these Terms is illegal, the rest will continue in full force and effect.

15.6 Unless otherwise expressly stated in these Terms, all notices from you to us should be sent by post (recorded delivery only) to the IoD Jersey Branch, Le Pont, Rue des Cabarettes, St Martin, Jersey, JE3 6HT, or by email directed to [officer.jersey@iod.net](mailto:officer.jersey@iod.net). We may send any notice to you under these Terms by email or by post to the email address and/or postal address that we hold on file for you.

15.7 We will do our best to resolve any disputes over these Terms. These Terms, their subject matter and their formation, are governed by the laws of England and Wales.

15.8 You and we both agree that these Terms are subject to the exclusive jurisdiction of the courts of England and Wales.