

## **Global Foundation Certificate 2019**

### **EACA in association with IPA**

### **TERMS AND CONDITIONS FOR THE SALE OF IPA PROFESSIONAL DEVELOPMENT COURSES**

#### **TERMS OF SALE FOR INDIVIDUALS**

These are the terms and conditions on which we sell to you an online professional development course and/or qualification ("**Course**") developed and owned by the UK-based Institute of Practitioners in Advertising ("**IPA**"). Please read these terms carefully before you submit your order to us.

#### **1. Information about us and how to contact us**

- 1.1 We are the European Association of Communications Agencies (EACA), a company incorporated in Belgium. Our company registration number is 422332060 and our registered office is at Brussels.
- 1.2 You can contact us by telephoning our customer service team on 0032 2 740 07 18 or by writing to us at [inspire@eaca.eu](mailto:inspire@eaca.eu) or Blvd. Brand Whitlock 152, 1200 Brussels, Belgium. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 1.3 When we use the words "writing" or "written" in these terms, this includes emails.
- 1.4 We are under a legal duty to provide the Courses in conformity with this contract. Nothing in these terms will affect your legal rights.

#### **2. Ordering a Course**

- 2.1 You may order a Course through our website or email, providing all of the information that we request for the purpose of completing your order and administering the Course. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 2.2 If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Course. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the Course.
- 3.1 The IPA may make minor changes to a Course to reflect changes in relevant laws and regulatory requirements or to implement technical adjustments and improvements. These changes will not materially affect your use of the Course.

#### **3. Price and payment**

- 3.1 The price of each Course will be as told to you over the telephone, by email or indicated on the order page when you place your order on our website.

- 3.2 It is always possible that, despite our best efforts, some of the Courses we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Course's correct price at your order date is less than our stated price, we will charge the lower amount. If the Course's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 3.3 We accept payment by bank transfer only. You must pay for the Course before you will receive registration details to access and participate in the Course.

#### **4. Providing access to a Course**

- 4.1 Once we have received payment for the Course(s), we will send your name and email address to the IPA for the purposes of administering the Course, and the IPA will then email registration details to you. You will need to review and agree to the IPA's website terms of use and any applicable Course policy prior to accessing and viewing the Course and any study materials on the IPA website.
- 4.2 If access to the Course is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for Course(s) you have paid for but not completed.
- 4.3 We will need certain information from you for the purposes of administering the Course, for example your name and email address. If you do not provide this information or if you give us incomplete or incorrect information, we may end the contract (and clause 6.1 will apply). We will not be responsible for a delay in the provision of the Course if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

#### **5. Your rights to end the contract**

- 5.1 If you change your mind about a Course, and wish to receive a refund, you have to let us know within 14 days after we email you to confirm that we accept your order ("Cancellation Period"). You do not have a right to change your mind in respect of a Course which you have already completed. If you have partially accessed or viewed a course and wish to cancel within the Cancellation Period, you will receive a refund equivalent to 50% of the price that you paid for that Course.
- 5.2 To end the contract as set out above, please let us know by phone or email, or you can complete the cancellation form on our website (or print it off and post it to us). Alternatively, you may write to us including details of your order and your contact details. We will issue the relevant refund using the same method used for payment within 14 days of you telling us that you wish to end the contract.
- 5.5 Refunds for cancellation other than as set out above shall be subject to our discretion and may be subject to an administrative fee.

#### **6. Our rights to end the contract**

- 6.1 We may end the contract for a Course at any time upon notice to you if: (a) you do

not make any payment to us when it is due; or (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Course, in particular, your name and email address.

- 6.2 We will write to you to let you know (in advance, if possible) if the IPA withdraws or cancels a Course whether before or after commencement of the Course. If so, we will either provide you with a deferral or refund sums you have paid for any uncompleted Course, at your discretion.

## **7. Our responsibility for loss or damage suffered by you**

7.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill.

7.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Course.

7.3 We only supply the Courses for your personal use. If you use the Courses for any commercial or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **8. Other important terms**

- 8.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- 8.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 8.3 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 8.4 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Course, we can still require you to make the payment at a later date.

- 8.5 These terms are governed by English law and subject to the non-exclusive jurisdiction of the English courts.

**MODEL CANCELLATION FORM** *(Complete and return this form only if you wish to withdraw from the contract in accordance with the Terms and Conditions for the Sale of IPA Professional Development Courses)*

To

European Association of Communications Agencies  
Blvd. Brand Whitlock 152, 1200 Brussels, Belgium  
0032 2 740 18  
inspire@eaca.eu

I hereby give notice that I cancel my contract for the sale of the following IPA professional development course(s): IPA Global Foundation Certificate, ordered on **[insert date that EACA accepted your order]**,

**Name of consumer:**

**Address of consumer:**

**Signature of consumer (only if this form is notified on paper):**

**Date**

## TERMS AND CONDITIONS FOR THE SALE OF IPA PROFESSIONAL DEVELOPMENT COURSES

### ORDER FORM

#### European Association of Communications Agencies

#### Order Form

This Order Form is entered into by European Association of Communications Agencies of Blvd. Brand Whitlock 152, 1200 Brussels, Belgium, incorporated in Belgium with company number 422332060 ("Sales Representative"), and the Customer (identified below) for the purchase of online professional development courses developed and owned by the UK-based Institute of Practitioners in Advertising ("IPA").

This Order Form is governed by the Terms and Conditions for the Purchase of IPA Courses ("**Terms and Conditions**"), which are hereby incorporated into this Order Form. To the extent permitted by law, all other terms, conditions or warranties implied by law, trade, custom or course of dealing, or that the Customer purports to apply under any quotation, offer, acknowledgement or any other document issued by the Customer, are hereby excluded.

This Order Form and the Terms and Conditions are collectively referred to as the "Agreement".

The parties agree as follows:

<b>Customer Name</b>	<b><i>[insert ad agency or other entity name]</i></b>
<b>Customer Company Number</b>	<b><i>[insert company number]</i></b>

<b>Customer Address</b>	<i>[insert full registered address]</i>
<b>Customer Contact Details</b>	<i>[insert contact details]</i>
<b>Effective Date</b>	<i>[insert date on which this Agreement has been signed by both parties]</i>
<b>Courses</b>	<p><i>[list the specific online IPA courses that the Customer wishes to purchase from the Sales Representative]</i></p> <p>The Customer may purchase additional Courses during the Term by completing a new Order Form each time.</p>
<b>Charges</b>	<p>The Charges for each Course purchased by the Customer are on a per individual basis and are set out below:</p> <p><i>[insert cost per Course]</i></p>
<b>Course Entrants</b>	<i>[list Courses and the number of Course Entrants per Course]</i>
<b>Other Terms (if applicable)</b>	

**[Sales Representative]**

Signature:

Name:

Title:

Date:

**[Customer]**

Signature:

Name:

Title:

Date:

## Terms and Conditions for the Purchase of IPA Courses

These Terms and Conditions apply to the Customer's purchase of Course(s) from the Sales Representative on behalf of its Course Entrants. By entering into this Agreement and ordering a Course, the Customer agrees to be bound by these Terms and Conditions during the Term.

### 1. Definitions and Interpretation

#### 1.1. Definitions

<b>"Agreement"</b>	means collectively the terms of the Order Form and these Terms and Conditions;
<b>"Applicable Laws and Codes"</b>	(i) all relevant laws, statutes, codes of conduct and directions and requirements of any government or regulatory authority that may from time to time be applicable to this Agreement and/or the purchase and use of Courses by the Customer; and (ii) all other codes and directions as may be reasonably specified or given in writing from time to time by the Sales Representative and/or IPA;
<b>"Business Day"</b>	a day other than a Saturday, Sunday or public holiday in England when banks are open for business;
<b>"Charges"</b>	the sum set out in the Order Form payable by the Customer to the Sales Representative for the Course(s) (including the costs for Study Materials and exams if applicable);
<b>"Confidential Information"</b>	the existence and terms of this Agreement and all information (irrespective of the form in which or media on which such information is recorded, transmitted or otherwise held and whether oral or written) which relates to the business, affairs, products, developments, trade secrets, know-how, operations, personnel, customers and suppliers of the party in question or any of its affiliates;
<b>"Control"</b>	the power of a person to secure either by means of the holding of shares or the possession of voting power in or in relation to the party concerned or by virtue of any powers conferred by the constitution or other document regulating, or arrangement in respect of, that party that its affairs are conducted in accordance with the wishes of that person;

<b>“Course Content”</b>	all content in and associated with the Courses, including the Course Information and Study Materials;
<b>“Course(s)”</b>	the IPA online professional development course(s)/ qualification(s) listed in the Order Form;
<b>“Course Entrant”</b>	an individual authorised by the Customer to participate in a Course;
<b>“Course Information”</b>	details relevant to participation in a Course, including IPA Course Policies;
<b>“Course Policy”</b>	the IPA policy providing specific details which apply to a Course on such matters as learner obligations, booking policies and deferrals;
<b>“Customer”</b>	the advertising agency or other entity that purchases Courses from the Sales Representative as identified on the Order Form;
<b>“Effective Date”</b>	the date stated on the Order Form;
<b>“Intellectual Property Rights”</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>“IPA”</b>	the Institute of Practitioners in Advertising, a trade body for advertising and marketing professionals which is based in the United Kingdom and incorporated by Royal Charter, no. RC000884;
<b>“Order Form”</b>	the order form which has been agreed in writing between the Sales Representative and the Customer and which expressly incorporates these Terms and Conditions;
<b>“Sales Representative”</b>	the entity identified as the Sales Representative in the Order Form;

<b>“Study Materials”</b>	the study materials made available to Course Entrants in order to participate in a Course;
<b>“Term”</b>	the period starting on the Effective Date and ending upon completion of all purchased Courses;
<b>“Terms and Conditions”</b>	these terms and conditions;
<b>“Website”</b>	the IPA's website located at <a href="http://www.ipa.co.uk">www.ipa.co.uk</a> through which Course Entrants will access the Courses and Course Content; and
<b>“Website Terms of Use”</b>	the IPA terms of use located on the Website that each Course Entrant will need to agree to prior to accessing the Course on the Website.

## 1.2. Interpretation

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to writing or written includes email.
- (d) Any use of a singular term shall include the plural of that term and vice-versa.

## 1.3. In the case of any inconsistency or conflict among the following documents, the provisions higher in the list shall take priority:

- (a) Order Form;
- (b) these Terms and Conditions; and
- (c) any Course Information.

## 2. Ordering a Course

- 2.1 The Customer shall order Courses by completing the Order Form and providing the name and email address of the Course Entrants to the Sales Representative. If, during the Term, the Customer wishes to order additional Courses, it may do so at the Sales Representative's discretion, by completing an Order Form and providing Course Entrant information and any other information requested by the Sales Representative.
- 2.2 After receipt of payment of the Charges, the Sales Representative shall arrange with the IPA (by providing details of the Course Entrants to the IPA) for the Course Entrants to be able to create accounts on the Website and access the Course Content.



### 3. Charges and Payment

- 3.1 The Charges are quoted in [*insert local currency*], [inclusive of VAT] but exclusive of any additional charges.
- 3.2 The Sales Representative will issue an invoice within [2] Business Days of the Effective Date and within [2] Business Days of the Customer submitting any additional Order Forms, and the Customer shall pay the Charges in full within [14] days of the date of the invoice.
- 3.3 The provision of each Course is subject to the Sales Representative having received cleared funds for the Charges for the Course. If the Charges are not received by the due date in accordance with clause 3.2, the Sales Representative reserves the right to refuse entry to the relevant Course(s).

### 4. Cancelling an order

- 4.1 The Customer may cancel its purchase of an uncompleted Course either in respect of all or individual Course Entrants ("**Cancelling Course Entrants**") within 14 calendar days from the Effective Date ("**Cancellation Period**") by providing written notice to the Sales Representative.
- 4.2 If the Customer exercises its right to cancel a Course pursuant to clause 4.1, and:
- (a) no Cancelling Course Entrant has accessed or viewed any part of the Course or any Study Materials, the Customer shall be entitled to a full refund of the relevant Charges in respect of all Cancelling Course Entrants; or
  - (b) a Cancelling Course Entrant has accessed or viewed a part of the Course or Study Materials, the Customer shall be entitled to a refund equivalent to 50% (fifty percent) of the relevant Charges in respect of each such Cancelling Course Entrant (and a full refund, in accordance with sub-clause (a) above, in respect of any other Cancelling Course Entrant(s) who has not accessed or viewed any part of the Course or Study Materials),
- in each case subject to clauses 4.3 and 4.4.

- 4.3 The Sales Representative shall issue the refund using the same method of payment for the purchase and shall do so within 14 Business Days of receipt of the notice to cancel.
- 4.4 Refunds for cancellation other than as set out in this clause 4 shall be subject to the discretion of the Sales Representative, who may charge a fee of [*insert amount*] to cover administrative costs associated with processing the cancellation.
- 4.5 The Customer acknowledges that the IPA may withdraw or cancel a Course at any time before or after the commencement of such Course. In these circumstances, the Sales Representative shall notify the Customer and shall issue a full refund of the Charges paid for any uncompleted Courses.

### 5. Course Administration

- 5.1 The description of each Course is provided within the Course Information. The Customer acknowledges that the IPA may modify the Course Information from

time to time and, in these circumstances, the Sales Representative shall provide notice to the Customer.

- 5.2 The Customer acknowledges and shall notify each Course Entrant that each Course Entrant will be required, prior to accessing and viewing the Course and any Study Materials on the Website, to: (i) review and agree to the Website Terms of Use and any applicable Course Policy; and (ii) register for an online account via the Website.
- 5.3 The Customer shall require that each Course Entrant shall comply with the Website Terms of Use and any applicable Course Policy.
- 5.4 The Sales Representative may at its reasonable discretion and without any liability or any obligation to refund Charges, refuse to supply any Course to any Course Entrant whose participation in any Course would, in the Sales Representative's reasonable opinion, be undesirable or whose behaviour it considers is or may be inappropriate.
- 5.5 The Customer accepts that periods of downtime in respect of online access to the Course may be necessary (including for any necessary maintenance) and that access to the Course and technical support may not be available during such periods. The Sales Representative cannot guarantee uninterrupted or error free availability of the Course or that any defects reported will be corrected.
- 5.6 The Sales Representative shall not be responsible for any delay or disruptions to any Course Entrant's access to a Course or any Study Materials in connection with the operation of the internet (including but not limited to viruses), any firewall restrictions, any failures of telecommunications links and equipment or browser incompatibility or other technological issues.
- 5.7 The Customer shall, or shall procure that the Course Entrants shall, regularly save and back up all data that it uses in connection to the Course.
- 5.8 If a Course Entrant is unable to take the Course for any reason, the Course Entrant may be entitled to defer taking the relevant Course, or find a substitute, if permitted by the relevant Course Policy.

## **6. Limitation of Liability**

- 6.1 The Customer acknowledges that it does not have any rights of recourse against the IPA in connection with this Agreement.
- 6.2 All representations, warranties and/or terms and/or commitments not expressly set out in these Terms and Conditions (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible by law.
- 6.3 Nothing in this Agreement shall exclude or limit either party's liability for:
  - (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability which cannot be excluded or limited by law.

## 7. Intellectual Property

- 7.1 The IPA (and/or its licensors as the case may be) is and shall remain the owner of all Intellectual Property Rights in the Course Content. No Course Content nor any part thereof may be reproduced, stored or transmitted in any form or by any means without the prior written permission of the IPA, save as otherwise set out in this clause 7.
- 7.2 Subject to clause 7.3 and effective from the date of receipt by the Sales Representative of the Charges for the relevant Course, the Sales Representative hereby grants the Customer and each Course Entrant a non-exclusive, non-transferable (save where the IPA has allowed a transfer pursuant to clause 5.8) sub-licence to use the Course Content for the sole purpose of each Course Entrant's professional development.
- 7.3 Save as expressly set out in these Terms and Conditions, the Customer shall not, and shall procure that a Course Entrant shall not, modify, copy, reproduce, republish, sub-license, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way any of the Course Content. The Customer shall not, and shall procure that a Course Entrant shall not, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Course Content or create derivative works of the same.

## 8. Confidentiality

- 8.1 During the Term the parties shall:
- (a) keep the other party's Confidential Information confidential;
  - (b) not disclose the other party's Confidential Information to any other person other than with the other party's prior written consent, or in accordance with clause 8.2; and
  - (c) not use the other party's Confidential Information for any purpose other than the performance of its obligations under this Agreement.
- 8.2 During the continuation of this Agreement, each of the parties may disclose the other party's Confidential Information to its employees and professional advisers (each a "**Recipient**") to the extent that it is necessary for the purposes of carrying out its obligations under this Agreement.
- 8.3 The parties shall procure that each Recipient is made aware of and complies with all of its obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.
- 8.4 The obligations contained in this clause 8 will not apply to any Confidential Information which:
- (a) at the Effective Date is in or at any time after the Effective Date comes into the public domain other than through breach of this Agreement by the receiving party or any Recipient;

- (b) can be shown by the receiving party to the reasonable satisfaction of the other party to have been known to the receiving party prior to it being disclosed by the other party to the receiving party; or
- (c) subsequently comes lawfully into the receiving party's possession from a third party.

8.5 The parties may disclose the terms and conditions of this Agreement in any legal proceedings, whether arbitration or judicial proceedings, as required for the proper conduct of such proceedings, provided that in such circumstances, the receiving party shall, to the extent it is lawfully able to do so, give prior notice to the other party of the requirement to disclose and shall provide all reasonable assistance to the other party to minimise the extent of such disclosure.

## 9. Data Protection

9.1 Each party shall comply with all applicable requirements of legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications.

9.2 The Customer shall notify all Course Entrants that it will share their names and email addresses with the Sales Representative and the IPA in order for the IPA to issue registration details and carry out other administrative tasks related to the Course.

## 10. General

10.1 **Force majeure.** Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. However, if the delay in performance is more than three (3) months, the other party may terminate this Agreement with immediate effect by giving written notice.

10.2 **Assignment and other dealings.** Neither party shall be entitled to assign, novate or otherwise transfer any of its rights, benefits or obligations under the Agreement without the prior written consent of the other party.

### 10.3 Entire agreement.

(a) The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

(c) Nothing in this clause 10.3 shall limit or exclude any liability for fraud.

10.4 **Variation.** No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.5 **Waiver.** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.6 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

10.7 **Notices.**

(a) Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Agreement.

(b) Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 10.7(b)(iii), business hours means 9.00am to 5.00pm on a Business Day in the place of receipt.

(c) Notice may not be given by email for service of any proceedings or other documents in any legal action.

(d) Any written notice sent by a party that is actually received by the intended other party shall be deemed to have been properly given and received irrespective of whether or not the delivery requirements of clause 10.7 have been complied with.

10.8 **Third party rights.**

- (a) The IPA shall be entitled to enforce any term of the Agreement against the Customer as if it were a party to this Agreement.
  - (b) Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
  - (c) The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.
- 10.9 **Relationship of the parties.** The relationship between the parties to this Agreement is contractual in nature. Nothing in this Agreement, and no action taken by the parties pursuant to this Agreement, shall constitute or imply any partnership, joint venture, agency or fiduciary relationship of any kind between the parties. Neither party has, nor shall represent that it has, any authority to make any commitments on the other party's behalf (except as may be expressly authorised in writing by such other party from time to time).
- 10.10 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 10.11 **Governing law.** The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the laws of England.
- 10.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

## IPA Global Foundation Certificate 2019

### Learner policies

#### Booking

##### 1: Candidate Obligations

These Obligations apply to all course entrants from the point of booking. By ordering a Course, the course entrant agrees to adhere to these Obligations. Please note that these may be subject to change throughout the calendar year.

##### Candidate Obligations

You understand that following your booking you are a candidate member of the IPA professional development community and agree that as such you will behave respectfully to all other members and staff of our community.

You agree that you will familiarise yourself with and adhere to the Candidate Policies for the relevant course or qualification and all other regulations and policies that are brought to your attention.

You agree that you will be responsible for your learning and will pursue your studies conscientiously, making use of the resources and opportunities made available to you. You agree that you will attend any compulsory workshops, webinars, submit assignments and undertake examinations unless agreed otherwise with the IPA because of extenuating circumstances.

You will maintain the accuracy of your personal details, including your email address and other contact details, on the IPA website or by informing the IPA Professional Development Team of any changes. You understand that mail or messages sent at any time to you will be considered as sufficient to meet the IPA's responsibility to give due notice of updates or changes to the course or qualification.

## 2: Candidate Policies

These Policies apply to all course entrants from the point of booking for the relevant course. By ordering a Course, the course entrant agrees to adhere to these Policies. Please note that these may be subject to change throughout the calendar year. Please contact the IPA for the most up to date version.

### 2.1 Foundation Certificate

#### 1. Qualification Booking

If you are making a booking on behalf of a candidate, it is your responsibility ensure they are informed of the booking and are aware of the Policies.

##### 1.1 Booking Deadline

The booking deadline for a Foundation Certificate exam is set approximately 2 months before the exam date. Any bookings requested after the publicised booking deadline may be refused at the discretion of the IPA.

##### 1.2 Booking Name Change

Name changes are permitted for the Foundation Certificate if the new candidate sits the Foundation Certificate exam on the original booked date.

Any name changes requested after the booking deadline may be refused at the discretion of the IPA. No name changes are permitted within 4 weeks of the exam.

There will be a name change fee of £50+VAT charged per change, paid directly to the IPA. An alternative candidate name must be provided before payment and within 3 working days. If this is not provided, the candidate must follow cancellation policy.

##### 1.3 Payment

Qualification fees must be paid in full prior to candidates gaining access to the online learning.

Only IPA members can view the online learning prior to payment,

###### 1.3.1 Booking direct through EACA

All fees must be paid by invoice prior to accessing the learning and must be made within the EACA's 30-day payment term.

#### 1.4 Cancellation

If you change your mind about the Qualification, and wish to receive a full refund, you have to give notification within 14 days after the IPA or EACA emails you to confirm that we received your booking ("Cancellation Period").

You do not have a right to change your mind in respect of the Qualification booking if you have already accessed or completed the Qualification.

To cancel your Qualification booking, please contact the EACA by phone or email, including details of your order and your contact details. We will issue the relevant refund using the same method used for payment within 30 days of you telling us that you wish to cancel the booking.

Refunds for cancellation other than as set out above will be dealt with on a case-by-case basis at the discretion of the IPA or EACA and may be subject to an administrative fee.

To qualify for a cancellation free of charge on the grounds of extenuating circumstances, candidates must supply reasonable extenuating circumstances alongside proof/notice of absence from work, by email, to the IPA. This must be validated by the candidate's HR/manager by email. No calls will be accepted. Any requests made due to annual leave or work commitments known or not known at the point of booking will not be accepted as reasonable reason for cancellation at no charge under any circumstances.

### 2. Qualification Examination

#### 2.1 Examination Deferral

All deferral requests require approval from the IPA. If you booked through a Sales Rep, please contact the Sales Rep with your deferral request.

A candidate can defer their Foundation Certificate examination at no cost up to the booking deadline.

Any deferral requests made after the booking deadline will be charged at £150+VAT per candidate. This must be paid in full and directly to the IPA at least 4 weeks prior to the new exam date. The deferral will not be confirmed until payment is received.

The deferral can only be allocated against the original booked name. Candidates may only defer their exam once and must commit to an alternate examination date at the point of request; this will be offered by the IPA. The selected exam date must fall within 12 months of the candidate's enrolment date.

A candidate must complete the Foundation Certificate qualification within 12 months of their enrolment date. If they wish to re-sit or defer their examination outside of these 12 months, they will be treated as a new booking and must pay the full qualification fees again.

Candidates may not defer from an exam for a second time, instead they will be treated as a new booking and must pay the full qualification fees again.

#### 2.2 Examination Re-Sit



All re-sit requests require approval from the EACA.

If a candidate fails their Foundation Certificate examination, they may re-sit at a future exam date.

Any re-sit requests will be charged at £150+VAT per candidate. This must be paid in full and directly to the IPA at least 4 weeks prior to the new exam date. The re-sit will not be confirmed until payment is received.

Candidates may only re-sit their exam once and must commit to an alternate examination date at the point of request; this will be offered by the IPA or EACA. The selected exam date must fall within 6 months of the candidate's failed exam date.

Candidates may not re-sit the exam for a second time; instead, they will be treated as a new booking and must pay the full qualification fees again.

### 2.3 Extenuating Circumstances Deferral/Re-sit

To qualify for a deferral free of charge on the grounds of extenuating circumstances, candidates must supply reasonable extenuating circumstances alongside proof/notice of absence from work, by email, to the IPA. This must be validated by the candidate's HR/manager by email. No calls will be accepted. If you booked through a Sales Rep, please contact the Sales Rep with your extenuating circumstances application.

Extenuating circumstances will be dealt on a case-by-case basis at the discretion of the IPA. Any extenuating circumstances or deferral requests made due to annual leave or work commitments known or not known at the point of booking will not be accepted as reasonable reason for deferral at no charge under any circumstances.

If not provided prior to the examination, candidates should endeavour to inform EACA on the day of the examination as soon as they are able.

In extreme circumstances of illness or injury if the candidate cannot sit the exam date offered by the IPA or EACA, they may defer their place to the following year. If the deferred candidate does not sit their examination the following year the place will be lost and 100% of the fee paid will be lost. No name changes can be applied to this place.

### 2.4 Exam Conditions

By proceeding with the examination, candidates understand and agree to sit the exam under an honest code of conduct as outlined by the IPA in the Examination Honour Code. Should they engage in any activity that could result in gaining an unfair advantage, before, during or after the exam they understand that they risk disqualification.

The candidate and their agency/company accept all responsibility for fulfilling the IPA Examination Honour Code. If any candidate fails their paper due to disqualification, the IPA and/or the Sales Rep will not reimburse the candidate/agency/company for any payments made for the qualification.

#### 2.4.1 Examination Honour Code

I will not give or receive unauthorised assistance, or engage in any activity that could result in gaining an unfair advantage, before, during or after the exam.

I will not refer to any notes, learning or printouts during the exam, as this is a closed book exam.

I will not confer with any other candidate for information regarding mine, or their, exam answers during the exam.

Should I engage in any activity that could result in gaining an unfair advantage, before, during or after the exam I understand that I risk disqualification.

## 2.5 Extra Time & Other Special Requirements

Candidates with dyslexia or dyspraxia are entitled to 25% extra time in the examination, unless a different amount of additional time is stipulated in any supporting paperwork.

The IPA and EACA believe in accommodating the needs of all its learners. If any other special requirements are needed for sitting the exam, we will do our best to accommodate these. Any request for extra time/special requirement must be submitted at least 4 weeks before the exam date in a special requirements submission form.

### 2.5.2 IPA Exam/Assignment: Special Requirements Submission Form

### 2.5.3 Language Differences

Extra time requests due to language differences do not extend to non-native English speakers sitting the exam in an English speaking country. Only non-native English speakers sitting the exam in a non-English speaking country are entitled to extra time in the exam; this 50% extra time is allocated automatically at the point of booking.

Non-native English speakers are permitted to use a translation dictionary during the exam. This dictionary must be approved by the EACA invigilator prior to the exam date.

## 4. Other

### 4.1 Grades and Grade Publishing

Grades are released to candidates by email by the IPA.

All IPA qualifications go through a rigorous double marking process by independent markers. The IPA does not provide a breakdown of grades across our qualifications and courses, candidates will only be provided with their grade boundary. The IPA will not, under any circumstances, re-mark any paper. Grades will not change once released by the IPA.

Original papers are not available for candidates to request after the exam.

#### 4.1.2 Fail Report

Upon request, the IPA can release a report with marker's comments to candidates who have failed their exam.

This feedback is written at a university level standard and should be used by the candidate to improve their paper should they re-sit.

The IPA will not ask for more feedback than is initially given. If however a delegate has any questions about feedback, they should contact the qualification's IPA contact.

### 4.2 Shredding and Archiving

Papers from IPA examinations will be archived for a maximum of 2 years. Unless requested by a candidate they will be deleted/shredded following this date. Original papers are not available for candidates to request after the exam.

#### 4.3 EACA and IPA Assistance: Technical & Otherwise

[inspire@eaca.eu](mailto:inspire@eaca.eu)

Placing bookings and any enquiries about exam takers during EACA office hours: Monday - Friday, 9.30AM - 5.30PM CET, excluding public holidays.

We aim to respond to all queries and support issues within 48 hours.

[Learning@ipa.co.uk](mailto:Learning@ipa.co.uk)

Assistance for the online learning and IPA website is available during IPA office hours: Monday - Friday, 9.30AM - 5.30PM London time, excluding UK holidays.

We aim to respond to all queries and support issues within 48 hours.

#### 4.4 Qualification Mailing List

The IPA and EACA release all information regarding the online learning and exam via email. By making a booking for an IPA qualification, the candidate agrees to be added to the mailing list for communication regarding the qualification and exam and will not unsubscribe.