

CIPS eLearning Terms and Conditions

This page (together with the documents referred to) tells you (“**you**” means the party contracting with CIPS) the terms and conditions on which we (“**we**”, “**us**”, “**our**” and “**CIPS**” means the Chartered Institute of Procurement and Supply) supply learning programmes through the CIPS eLearning website (“**CIPS eLearning**”) and is to be read in conjunction with our General Terms & Conditions of Business and Website Use which can be found on our website www.cips.org/ (“**General Terms**”). If there is an inconsistency between any of the provisions of these terms and conditions and the General Terms, the provisions of these terms and conditions shall prevail.

Please read these terms and conditions carefully before purchasing any CIPS eLearning courses. You should understand that by purchasing CIPS eLearning and using the CIPS eLearning website www.cips-academy.org or our website www.cips.org (“**Website**”), you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Whilst we will make every effort to keep changes to a minimum, we may make amendments to the terms and conditions at any time to reflect changes in market conditions affecting our business, changes to technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our systems capabilities. By continuing to use the Website and www.cips-academy.org subsequent to any changes, you agree to accept any changes made to the terms and conditions.

1. Ownership & copyright

The CIPS eLearning website (www.cips-academy.org) is owned by Unicorn Training Limited (“Unicorn”). The content provided on the website together with all materials provided for eLearning including graphics, code, text products, software, audio, music and design are owned by either CIPS or licenced to CIPS by Unicorn. No content in whole or in part of the CIPS eLearning website, or any CIPS or Unicorn Materials may be copied, downloaded, reproduced, uploaded, posted, distributed, transmitted, displayed, broadcast, sold, licenced, linked to or used in any way without the prior written permission of CIPS. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of CIPS, or in the case of material licensed to CIPS, the owner of such materials. You agree not to access the CIPS eLearning website materials by any means other than through the website. You also agree not to delete, change or modify in any way the copyright notices on the website.

2. Description and pricing of eLearning courses

By purchasing an eLearning course (licence), you are able to access the eLearning content as follows:

Qualifications purchased for exams prior to the 2018 qualifications review:

Per whole qualification (All levels, all modules purchased in a single transaction): Access is for 2 years from date of purchase

Per unit (All levels, 1 module purchased singly): Access for 1 year from date of purchase.

- Qualifications purchased for exams following the 2018 qualifications review:

Access for 1 year from date of purchase for all modules purchased.

- Ethical procurement and supply

Access is for 1 year from date of purchase (ongoing free of charge access for members whilst membership remains active)

- ELearning short courses from eLearning directory (CPD courses)

Access is for 1 year from date of purchase

After the licence period listed above expires, you will no longer be able to access the eLearning and will have to purchase it again in order to regain access. Any progress made during the licence period will be retained on the learning management system, so the eLearning can be resumed once the additional payment is received.

4. Accessing CIPS eLearning

You can access CIPS eLearning via our Website at the following link: www.cips.org/eLearning, by email, by telephoning our Training & Events Team on +44 (0)845 880 1188. For online registration, please select the eLearning programme that you require and follow the registration instructions step by step.

If payment has been received in full, or a formal purchase order has been received by email or by post, the individual's enrolment on the eLearning course will then be confirmed and a binding contract will have been entered into between CIPS and the booking party.

5. How to Pay

If you are registering online, you can pay by credit or debit card. RBS Worldpay handles our online credit and debit card transactions in a secure environment. We accept American Express, Visa, MasterCard and Maestro.

If paying by purchase order number, the invoice will be addressed to the student's employer. Payment must be made within 30 days from the date of the invoice.

For registrations made other than via the Website, payment can be made in the following ways:

- Credit or debit card
- Direct bank transfer to the CIPS bank account, details of which can be found below;

Please note that we do not accept payment by cash.

You are advised to notify the Training & Events Team in advance if you wish to pay by direct bank transfer to ensure the swift confirmation of your registration.

6. VAT & Charge Cards

Fees quoted are exclusive of VAT, which will be shown separately on the invoice. A VAT invoice will be sent to cover your payment.

7. Cancellations

You can notify us of your wish to cancel your registration by emailing training@cips.org or by telephone on +44 (0)845 880 1188.

You have a cooling off period where you can cancel your CIPS eLearning programme within a period of 14 working days beginning on the day after the day on which the contract is concluded with you as notified by email or postal confirmation from CIPS in accordance with these Terms “**cancellation period**”. In this case, you will receive a full refund of the price paid for the CIPS eLearning programme in accordance with our refunds policy (clause 8 below). After this initial cooling off period no refunds will be given.

Acceptance of these Terms and Conditions means that you consent to lose your right to cancel any purchase of eLearning course content once you have accessed any part/unit of the course, defined as where CIPS learning management system shows your status as “incomplete” or “completed”.

8. Refunds

If you wish to exercise your right to cancel your registration with the CIPS eLearning, CIPS will refund the fees paid according to the above cancellation policy (clause 7 above). If payment for the order was originally made by credit card, any refund will be made back to the same card. If payment was made by bank transfer, a refund will be made by direct bank transfer to the bank account from which the payment was made.

9. Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

10. Notices

All notices given by you to us must be given to address detailed in clause 19. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

11. Registration on the CIPS eLearning Website

In order to access the CIPS eLearning Website (www.cips-academy.org), you need to be registered. When purchasing the e-materials and other supporting products and services online students will be asked to create their own user name and password which constitutes their registration.

12. Use of the CIPS eLearning Website

You are granted a limited personal non-exclusive non-commercial license for the use of the CIPS eLearning website and e-learning materials. No material in whole or in part from the Website may be modified, copied, reproduced, re-published, uploaded, posted, transmitted or distributed in any way.

You agree not to access CIPS elearning content via any means other than player contained within the pages of the website itself, and not to (or attempt to) disable, circumvent or interfere in any other way with any security related features of the site and/or features that restrict use or prevent copying of any content.

13. Password and security

Once registered on the CIPS eLearning Website, you will have a user name and password. You should keep this information confidential and should not pass it on to any third party. Once you are logged in with this user name and password you are entirely responsible for all activity that occurs under that account and you agree to be responsible for any expense, loss or damage incurred by CIPS, its employees, suppliers, agents and licensors as a result of any misuse of your account. You agree to fully compensate CIPS in relation to any such expense, loss or damage. You also agree to inform CIPS in writing of any unauthorised use of your account or other breach of security which is known to you.

14. Our liability regarding your use of the CIPS eLearning website

Your rights as a consumer are protected under consumer rights legislation which guarantees that any items, goods or services ordered from the Website will be fit for the purpose for which they were bought and will be of satisfactory quality. Whilst every effort is made to ensure that the access to the CIPS Materials and the CIPS eLearning website do not contain any error, defect, malfunction or

corruption, CIPS does not accept responsibility for any damage to or loss of data on your computer system, network or server that results from the download or use of the CIPS Materials or any other software or material or use of the CIPS eLearning website. Nor does CIPS accept responsibility for loss of data including both data transmitted and other data held by you, or delay, or failure, in transmitting or receiving data, or indirect, or consequential losses arising from use of CIPS Materials, the CIPS eLearning website, including loss of revenue, business, anticipated savings on profits.

CIPS does not make any representation or warranty that access to the CIPS Materials and CIPS eLearning website will meet your expectations or requirements, or that any particular results will be obtained from their use.

CIPS eLearning resources include hyperlinks to other web sites which are not controlled or owned by CIPS. CIPS has no responsibility for privacy policies, practices or content of any third party websites. CIPS is not responsible for whether these sites are available, and does not endorse any advertising, or other materials either posted on, or available from these sites. CIPS is not liable for damage resulting to you from availability of these sites.

15. Termination

Your right to use the CIPS eLearning website (www.cips-academy.org) and/or the CIPS Materials, will be suspended or terminated immediately without notice by CIPS if, you fail to comply with any term or provision of these terms and conditions, or any end user license in force, or if a competent regulatory authority requires CIPS or any of its suppliers to do so. Upon termination you must destroy all materials and associated documentation obtained from the CIPS eLearning website and all copies of such materials, and you agree that CIPS may immediately deactivate your account and delete all records, files and associated information.

16. Availability

CIPS endeavours to ensure that the CIPS eLearning website and the CIPS Materials are available 24 hours a day 7 days a week. There will be occasions when the CIPS eLearning website and the CIPS Materials will be interrupted for maintenance, upgrades and emergency repairs and you agree that CIPS shall not be liable to you, or any third party, for any modification, suspension or discontinuance of the CIPS eLearning website and/or the CIPS Materials. Every step will be taken by CIPS to minimise disruption. However, CIPS cannot be held responsible for any disruptions that are inherent in the operation of the Internet and World Wide Web including viruses.

17. CIPS bank details

Name of Bank	Barclays Bank plc
Address	46/49 Broad Street Stamford Lincolnshire PE9 1PZ

Sort Code Account	20-81-53
No Account Name	00511935
Swift Address	Chartered Institute of Procurement and Supply
IBAN (UK Sterling)	BARCGB22 GB 51 BARC 2081 5300 5119 35

Please email a copy of your bank receipt to training@cips.org ensuring you quote your full name and either your CIPS membership number, enquiry number or CIPS company number.

18. Contact details

Telephone: +44 (0)845 880 1188

Email enquiries: training@cips.org

Address: CIPS, Easton House
Church Street
Easton on the Hill
Stamford
Lincolnshire
PE9 3NZ

VAT number: 342-6489-42

19. Complaints Procedure

Complaints should be made in writing to complaints@cips.org, there is a complaints policy on the website [here](#).

20. Data Protection Statement

The personal data that we collect from you and hold is important to us and is handled in accordance with our Privacy Statement <https://www.cips.org/en-gb/aboutcips/general-terms--conditions/privacystatement/>.

We are committed to ensuring that your privacy is protected. Where we ask you to provide information by which you can be identified you can be assured that it will only be used in accordance with this Privacy Statement.

22. Miscellaneous

These terms and conditions, and any end user license agreement in force for CIPS Materials contain the full and complete understanding between the parties. They supersede prior arrangements and understandings whether written or oral appertaining to the subject matter of the terms.

We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities

The terms and all representations, obligations, undertakings and warranties contained in them, shall endure for the benefit of any successors and assignees of CIPS.

23. Governing law

These terms and conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.