

TERMS AND CONDITIONS ORGANISATIONAL LEARNER



Terms and Conditions – Organisational Learner

By becoming a client of Protutorial Ltd, you enter into a contract by which you:

1. Confirm that your employees are willing to fully participate in a Protutorial Ltd qualification.
2. Agree to pay the relevant fees for the confirmed number of learners undertaking a qualification.
3. Agree to ensure your employees are aware of Protutorial Ltd.'s policy on plagiarism and Artificial Intelligence (AI) and that they must not plagiarise the work of any others by means of deception. If your employee or employees are believed to have plagiarized or used Artificial Intelligence, are suspected of plagiarising or using AI, or have been proven to have plagiarized or used AI, Protutorial Ltd reserves the right to withdraw your employee/s from their qualification. No refunds will be made for any qualification fee or instalment fee(s) paid.
4. Agree your employees are willing to take full responsibility for their actions and opinions. Confirm that your employees have, or are willing to, secure access to relevant materials where the qualification necessitates this.
5. We reserve the right to refuse clients for any reason. Face-to-face qualifications run when a certain number of employees from one organisation request delivery sessions. Qualifications will run with a minimum number of participants agreed by Protutorial Ltd, at an agreed date and time agreed between Protutorial Ltd and you, the client. Should a qualification be cancelled because of a shortage of participants, your employees will be offered a place on an alternative qualification or a full refund of fees paid. Face-to-face qualifications are booked with a certain number of learners confirmed by an employer. If the confirmed number of learners do not attend the course, the fee for the confirmed number of learners must be paid.
6. Your employee or employees will receive feedback on any assessment within 60 hours of submitting their work. Weekends and holiday shut down are exempt from this time frame.
7. All qualifications must be completed within one year of the Enrolment date. If a qualification is not completed within a year/ 12 months from the Enrolment date, an administration fee of £95 + VAT will be payable by the organisation, on your employee's behalf. Failure to pay this administration fee will lead to withdrawal of the qualification. No refund will be given for any monies paid.
8. The majority of Protutorial Ltd qualifications are offered online. If a qualification involves face-to-face delivery, a tutor or member of Protutorial Ltd staff undertaking a visit to meet with your employee or employees to undertake a session, such as a 1-2-1, observation, meeting or delivery session, your organisation will be charged travel costs for trains, taxis, buses, planes, or mileage at 40p per mile. Your organisation will also be charged £40 per hour + VAT for the time the tutor spends with you/ your learners up to a maximum of £320 per day + VAT.

9. If you have agreed for your employees to undertake their qualifications online and they require tutorials, any tutorials/phone calls or Microsoft Teams/Zoom sessions will be charged extra on top of the qualification fee, at a price of £30 per hour + VAT. This fee must be paid prior to any tutorials/phone calls or Teams/Zoom sessions being undertaken.
10. Enrolments on any qualification are also subject to regulations determined by the awarding organisation (TQUK).
11. If you are enrolling employees or an employee onto a qualification that involves working with vulnerable clients or clients under the age of 18, you must further confirm that your employee or employees:
 - Have legitimate and legal access to work with those clients and that they have sought the permission of any relevant head of establishment to work with those clients.
 - Have no undeclared offences that might put the clients at risk.
 - Will not work with any client, either individually or in a group, without gaining informed consent from the client or, in the case of children, their parents or legal guardians.
12. Payment of the requisite fee (as detailed below) is an offer by your organisation to enter into a binding contract with Protutorial Ltd, which we are free to accept or decline at our absolute discretion.
13. We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the Contract between your organisation and Protutorial Ltd. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure your organisation asks for any variations from these Terms and Conditions to be confirmed in writing.
14. We have the right to revise and amend these Terms and Conditions from time to time. You will be subject to our Terms and Conditions (including policies and procedures) in place.
15. If your organisation, employees, or employee do not provide Protutorial Ltd with the requisite information, or provide us with incomplete, incorrect, or inaccurate information or instructions, we may make an additional administration charge of a reasonable sum to cover any extra work that is required or choose to cancel this contract.
16. Failure to complete and return any relevant documents/forms requested on enrolment/induction may result in the start date for a qualification being delayed.
17. Failure to complete and return any relevant documents/forms may lead to your employee or employees being withdrawn from a Protutorial Ltd qualification.

APPLICATION, ENROLMENT, AND PAYMENT

1. Deposits, where payable, are non-refundable.
2. If a qualification requires a learner to have a particular qualification, your employees or employee must confirm that they hold that qualification at enrolment.
3. The balance of qualification fees (i.e., the total fee(s) less any deposit previously paid) is due no later than 30 days before the qualification starts or immediately if the qualification is due to start less than 30 days after booking. If an invoice is sent, it must be paid within 30 days of the date of the invoice.
4. Instalment payments may be made if agreed with the Director of Protutorial Ltd.
5. Qualification certificates issued by the awarding organisation will not be sent to your employees until the final payment for the qualification fee has been paid. This may be the full fee or instalment fee. Protutorial Ltd reserves the right to hold all certificates until the full qualification fee has been paid.
6. A qualification certificate will be issued by our awarding organisation, to a learner, within three weeks of the qualification being completed. If your employee does not receive their certificate within four weeks of their qualification completion date, they can request a reprint from Protutorial Ltd.
7. Within four weeks of the qualification completion date, Protutorial Ltd will be responsible for the reprint fee of £40 + VAT payable to our awarding organisation. If your employee has not informed Protutorial Ltd that they have not received their certificate within four weeks of the qualification completion date, your organisation will be responsible for the reprint cost of £40 + VAT.
8. All qualification bookings are subject to availability. We reserve the right to keep a booking on hold until the start date of the relevant qualification.
9. Qualifications will be deemed to have started as soon as the fee for the qualification has been paid or the Enrolment Form is completed by your employee and sent to Protutorial Ltd, whichever is first.
10. Bookings made requesting accreditation of prior learning are accepted as provisional and are subject to checking of the value of credits for transfer in line with the Protutorial Ltd RPL/Credit Transfer Policy. Once accreditation of prior learning has been granted all terms and conditions shall apply. Where an application for accreditation of prior learning is not granted, the option to withdraw will be allowed without payment of fees if your employees or employee have not provided false or misleading information; otherwise, administrative charges will be made. Our decision on this matter will be final.
11. If you, your employees, or employee are unavailable when qualification materials are delivered to the address provided by you and they are not collected from the local depot any additional distribution fee may be charged if we are required to take receipt of, collect and/or redeliver the materials.
12. Our stated qualification fees include any delivery charges we incur to send course materials to a UK mainland address other than as stated in these Terms. Please note if course materials have to be delivered to a non-UK address, your organisation accepts liability for the delivery charge we will incur. You or your employee may be asked to pay

for the Certification fee from our awarding organisation before a certificate is released. This fee will be the fee set by our awarding organisation.

13. Clients are liable for any bank charges incurred in payment of fees.
14. Unless stated otherwise, fees levied by professional organisations for registration are payable by the client.
15. International students may be required to demonstrate equivalence of existing qualifications and if so, an additional fee will be payable.
16. We reserve the right to change payment of the enrolment fees without notice. This will not affect those who have already booked on the course at an agreed rate.

LATE PAYMENTS

Where payments are made by agreed instalments and those instalments have not been paid or an invoice has not been paid for a full qualification fee on the due date, we reserve the right to withhold the release of results or delay the marking of work or release the qualification certificates until any outstanding fees are paid.

We reserve the right to suspend access to online accounts and/or treat the qualification as being cancelled and offer the place to another learner. No refund of any course fees paid by you will be made.

We also reserve the right to charge interest on late payments at a rate of 4% above the base as may be notified to you accruing on a daily basis until payment is made. If you are a business, we additionally reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

CHANGES AND CANCELLATIONS BY YOUR ORGANISATION, EMPLOYEES OR EMPLOYEE

Cancellation under the Distance Selling Regulations within 7 days of booking.

- If you are a consumer and make a booking via our website or by telephone, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000 ('Distance Selling Regulations'). Your legal right to cancel a Contract starts from the date when a booking is made – which is when the Contract between us is formed. You have a period of 7 (seven) working days in which you may cancel the booking, starting from the day after the day when the booking is made. Working days means that Saturdays, Sundays, or public holidays are not included in this period. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to enrol your employees or employee on a qualification with Protutorial Ltd, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract

under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

- If your organisation exercises its legal right to cancel under the Distance Selling Regulations up to 7 days, you will receive a full refund of the price paid when booking and any applicable delivery charges paid for. We will process the refund due as soon as possible and, in any case, within 30 calendar days of the day on which notice of cancellation was given to Protutorial Ltd.
- If, after the 7-day period referred to above has elapsed within 30 days of the booking, but the qualification has not started i.e. your employees or employee have either not returned their Enrolment Form to us or logged onto our online Qualification System and you decide to cancel, a full refund will be given if it is within 30 days of the qualification fee being paid.
- Refunds for a qualification/qualifications will only be issued within 30 days of the qualification fee payment being made. If an Enrolment Form has not been returned to Protutorial Ltd by your employee or employees, or an employee or employees have not logged into our Online Qualification System and 30 days have elapsed since payment has been made, no refunds will be provided.

Refunds for a qualification/qualifications will only be issued within 30 days of the qualification fee payment being made. If your Enrolment Form has not been returned to Protutorial Ltd, or you have not logged into our Online Qualification System and 30 days have lapsed since payment has been made, no refunds will be provided.

CHANGES AND CANCELLATIONS BY US

If circumstances arise that are beyond our control, it may be necessary from time to time to change/cancel qualifications dates, content, venues, and prices from those published. Whilst we will make every effort to transfer your booking to the next available qualification at your preferred venue, it should be noted that we will not be held liable for any costs/losses incurred as a result of any such changes. If we are no longer able to provide the qualification, we will ask your employees or employee to return any qualification materials to us (at our expense) in the condition as originally delivered to them and refund any fees paid to date when we receive the materials as required.

No refunds will be given for any qualifications that are withdrawn by our awarding organisation, once a learner is registered on that qualification. Qualification withdrawals are at the discretion of our awarding organisation, and we cannot be held responsible for our awarding organisation withdrawing a qualification.

We reserve the right to remove from any qualification learners who fail to comply with its standard practices and procedures.

We reserve the right to refuse enrolments and/or suggest alternative arrangements if we believe that it will not be in our best interests of other participants and/or the individual concerned to be enrolled in one of our qualifications.

In line with Protutorial Ltd's Maladministration and Malpractice Policy, any learner suspected or found to have plagiarized or used Artificial Intelligence (AI) within their evidence for any Protutorial Ltd qualification may be removed from a Protutorial Ltd qualification. No refund for the qualification fee or any instalments paid will be made to a learner or employer in cases of suspected or proven malpractice. This is in line with Protutorial Ltd Maladministration and Malpractice Policy.

In enrolling onto a Protutorial Ltd qualification, an employer, employee or learner is agreeing to these terms.

PERSONAL INFORMATION

Clients of Protutorial Ltd must provide at enrolment an accurate and complete name, postal address, contact telephone number, date of birth, and e-mail address. We may refuse or cancel enrolment if your employees or employee do not supply these. Their details will not be used for any purpose other than the efficient and effective running of Protutorial Ltd.

The majority of correspondence with and from Protutorial Ltd is conducted electronically using e-mail and web-based protocols. Your organisation, employees, and employee details will be added automatically to our database. Their details will not be passed to any third party without permission, unless requested by law or a similar authority.

Where qualification fees are paid by an employer or other third party, your organisation gives us consent to share information about your employees or employee progress and engagement on that course with that third party.

Protutorial Ltd adheres to the Data Protection Act (2018) and GDPR and is registered with the Information Commissioners Office (ICO).

Protutorial Ltd may contact your organisation, employees, or employee from time to time with products or information in which might be of interest. If they no longer wish to receive this information, please contact us.

LIABILITY AND CONTRACTUAL OBLIGATIONS

No other statements in the training materials, on the website or e-mail correspondence may be taken to imply any contractual obligation by Protutorial Ltd.

Any liability will be limited to the payment of the enrolment fee paid, except in the event of personal injury or death at an event organised by Protutorial Ltd.

Information, whether on the web or in any other form, is provided for the use of clients and others at their own discretion. No liability will be accepted for the accuracy of any information or the consequences of its use by clients or others.

Depending on the course purchased Protutorial Ltd agrees to provide its clients with some or all of the following:

- Relevant qualification material.
- Access to the Protutorial Ltd online platform.
- An assessment methodology suitable for the qualification.
- A non-transferable license to use all relevant materials and web-based services.

Protutorial Ltd is a company registered in England, number 15578905.

The registered office is Suite A, 82 James Carter Road, Mildenhall, Suffolk, United Kingdom, IP28 7DE. Protutorial Ltd reserves the right to terminate any enrolment if it suspects that any part of these terms and conditions has been broken.

CONDUCT

1. As a client of Protutorial Ltd, your organisation, employees, or employee are solely responsible for their own communications and are responsible for the consequences of them. They are also solely responsible for maintaining the confidentiality of their username, password, and e-mail address and all activities that are conducted through their account.
2. Clients will be provided with a username and password to access non-public parts of the Moodle site. Your employees or employee must not share their username with anyone else.

In consideration of being allowed to use the materials (including the website and Moodle site) provided by Protutorial Ltd, your organisation, employees, or employee agree that they will abide by these terms and conditions and in general will not:

- Harass any other qualification member or member of staff.
- Use the forum for any purpose in violation of local or national laws of any country.
- Post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others.
- Post material that is abusive, defamatory, embarrassing, harassing, hateful, inflammatory, obscene, or threatening to any other member or member of staff.
- Post sexually explicit language or images.

- Post advertisements or solicitations of business.
- Post chain letters or pyramid schemes.
- Impersonate another delegate or member of staff.
- Express or imply that Protutorial Ltd's website, Moodle site, or its owner endorses any statements your organisation, employees, or employee make, without our specific written consent.
- Collect or store personal information about other clients without their personal consent.
- Conduct any other activity that we consider is detrimental to the running of Protutorial Ltd
- Plagiarize the work of others or in any way try to pass themselves off as competent by means of deception.
- Any correspondence, whether on the website or not, written in any language other than English may be edited or deleted.

Any conduct that in our opinion restricts or inhibits the use of the website by any other subscriber will not be tolerated. We reserve the right to pursue any and all legal and equitable remedies against your organisation, employees, or employee, including the posting of their address and the reporting of their activity to their Internet Service Provider (ISP), and other authorities. Any material in any correspondence that we determine to be contrary to our terms and unsuitable for our forum will be edited or deleted.

Our decision on these matters is final.

COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS

1. The qualification materials and contents of the website and Moodle site are copyright to Protutorial Ltd. This includes all content unless otherwise noted. The contents may not be copied and republished in any format, whole or in part. This includes (for example, but not limited to) copying text, copying pictures or video, copying images for use in brochures, websites, or any other medium, copying review content (narrative, video, or pictures), copying backgrounds and borders, or any other content, copying lessons or assessment materials, or qualification information.
2. All material is the intellectual property of Protutorial Ltd (or the suppliers of the information where this is explicitly stated). Material is made available purely for the benefit of Protutorial Ltd. Corporate and individual clients for their use. It is not available for commercial use with other organisations.
3. During the use of the Protutorial Ltd website and Moodle site, we gather 'industry standard' data which includes logged ID, IP, and browser details, etc. Our server maintains a log of access. General data collected may be used or shared in an 'aggregate' manner, for example, to demonstrate how many hits we have, what countries people are accessing the site from, what browsers people are using, what parts of the

site are visited and so on. We never share any information specific to a particular identifiable user unless requested by law or a similar authority, or an ISP or network administrator investigating abuse of our site.

4. If clients personally make their contact details available to other clients, this is to enable networking and sharing of information between them. Under no circumstances are they to be used by clients or their associates or made available by clients/associates to third parties, for mailing lists, or other commercial purposes.
5. Information on the web is made available to clients and cannot, therefore, be regarded as confidential. Clients undertake that all information they provide for the web is free from copyright, confidentiality, or other restrictions that would prevent its publication on our website.
6. By becoming a client your organisation, employees, or employee grants to Protutorial Ltd a perpetual license to display, reproduce or use your organisation's website postings on the Protutorial Ltd site. Your organisation also grants to Protutorial Ltd a perpetual license to use their postings either in the original form or modified and on any other media for the purpose of promotion of Protutorial Ltd.
7. You may terminate your employees or employee enrolment at any time by notifying Protutorial Ltd. On termination, Protutorial Ltd will deactivate all passwords.

COMPLAINTS

If you have a complaint about any products or services provided by Protutorial Ltd please contact us via the website contact form. One of our managers will contact you within 3 working days (excepting periods of closure, such as Christmas).

The manager will investigate your complaint and aim to provide a satisfactory way forward within a further 10 working days, in line with our Complaints Policy.

RIGHTS AND RESPONSIBILITIES OF PROTUTORIAL LTD.

Protutorial Ltd accepts no responsibility for the content of our website or Moodle site, which is provided 'as is', and with no warranty express or implied. Reviews and all our other content are offered as our opinion only.

We understand that as a client of Protutorial Ltd you expect the website and Moodle sites to be on-line and available at all times. However, we can make no guarantees as to the 'up time' of the Website or Moodle site as this is beyond our control. For example, routing, server, Internet, hardware and software problems completely beyond our control may occur. We host with a commercial company that guarantees (to us) 99.9%+ up time in order to minimise down time but accept no responsibility if the site goes off-line and it is not our fault.

On payment of the qualification fee, or first instalment fee, you are agreeing to these Terms and Conditions.