

Management & Industry Guild Accreditations Office Terms of Business

These terms and conditions constitute a binding contract between the Management & Industry Guild and your organisation.

Any reference to 'we', 'our' or 'us' refers to the Management & Industry Guild and the Management & Industry Group Accreditations Office.

Any reference to 'you' or 'your' refers to the individual, business, organisation or group with whom we are/will be working with. Only accredited providers will be referred to as 'providers' – we will use the term 'potential provider' until accreditation has been awarded and a contract has been entered into. No potential providers may refer to themselves as a provider until accreditation has been awarded.

Changes To Terms And To The Website

There may be times we feel it is relevant to revise our Terms by making amendments to this page. Please take the time to check this page occasionally to make note of any changes we made. These terms and conditions are binding to you.

We reserve the right to update our site and content at any time. Note that any content on our site may be out of date at any given time. We are under no obligation to update it. We do not guarantee the validity of any content on our site, or any content on it will be free from errors or omissions.

Accessing Our Website

We have made our website available free of charge. We do not guarantee that our site or the content included will always be available or be uninterrupted.

Access to our site is only permitted on a temporary basis. We reserve the right to suspend, withdraw, discontinue or change all, or any part of, our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

We provide the content on our site for general information only. Whilst we make reasonable efforts to update the information on our site and provide as accurate information as possible, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, up to date, complete or that the website will remain available indefinitely.

Accreditations Awarded

Potential providers are required to submit a completed registration form, registration fee (the cost of which is reimbursed through the first year's subscription fee), and accompanying documents and evidence. This registration form is deemed a formal request for you to be assessed for accreditation. If an application becomes successful, then we will provide the CPD provider certificate, logo and provider number. These documents must not be used for any activities or development that are not covered within the CPD accreditation. Any provider found to be in breach of these terms, or using the CPD accreditation and logo for misleading purposes will be investigated fully by the Management & Industry Group. This may lead to the accreditation being revoked, with no refund due.

CPD accreditation is available to static, online, mobile, coaches, consultants, and conference providing businesses.

The name stated within the accreditation cannot be transferred without our express prior permission. Names are non-transferable.

Accredited CPD Activities & Development

Our accreditation subscriptions terms run on an annual basis. The registration fee is payable along with the registration form and is non-refundable should the application be unsuccessful. Should the application be successful, the registration fee will be deducted from the first years accreditation costs.

Accreditation fees are payable in advance – the annual fees are payable once accreditation has been awarded.

Activities can be added throughout the term of subscription, for an extra fee.

Once the annual subscription is nearing its expiration, we will contact the providers with regards to continuing the accreditation subscription for another term.

Should payment not be made in full within 30 days of the start of the subscription, the subscription will be suspended with the fees being due. We do use third party companies to recover debts owed to the Management & Industry Guild.

Cancellation of Accreditation

Should the provider cancel an approved accreditation subscription within the term, a refund will not be due. Our services are usable from the moment we award accreditation – this forfeits the right to a statutory cooling off period.

The Management & Industry Guild reserve the right to terminate a CPD accreditation with immediate effect, by providing written notice should:

- A provider not be able to provide a CPD register of delegates who have received a traceable CPD certificate.
- Any terms and conditions of accreditation be breached.
- It becomes apparent that any records or certificates in relation to CPD have been falsified or are deliberately misleading.
- The CPD accreditation is used for any activity, development, marketing or other purposes that are not covered by the current accreditation.
- The provider commits a criminal offence which results in legal proceedings relating to the training business, staff or students.
- The provider fails to pay the annual accreditation fees.
- The provider should endeavour to see fit to use unsafe, unethical or unsatisfactory training, procedures or processes.

Should your accreditation be terminated, then your accredited provider status is immediately withdrawn, and all rights and licences granted cease with immediate effect under these terms and conditions. There may be no further use of the CPD logo, provider number, accreditation provider status, trademarks or intellectual property.

Intellectual Property, Trademarks and Copyright

All intellectual property rights, images and trademarks relating to the Management & Industry Guild remain the property of the Management & Industry Guild. Whilst we may licence providers to use images or trademarks whilst accredited, these images should not be used to mislead, should only be used when permission is granted and can be revoked at any time.

We are the owner and licensee of all intellectual property rights in our site, and in the material published on it. As such, these works are protected by copyright laws worldwide. All such rights are reserved. You may view our website, download and print pages and resources from our website for personal use and you may draw attention to content posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so.

Accreditation Permissions:

Permissions include, but are not limited to, the following terms:

- We issue non-exclusive and non-transferable licences to providers to use Management & Industry Guild images, trademarks, intellectual property and copyrighted materials solely for the purpose of the providers accreditation status with us.
- Providers must follow all terms and conditions and instructions given by us whilst permitted to use our images, trademarks, intellectual property and copyrighted materials.
- A copy of our guidelines for use of images, trademarks, intellectual property and copyrighted materials is available upon request from providers. We reserve the right to update these guidelines and terms and conditions at any time.
- We reserve the right to revoke any permissions granted for the use of our images, trademarks, intellectual property and copyrighted materials by providing written notice to you.
- We reserve the right to terminate any accreditation should we feel breaches of our terms and conditions have been made, or should there be a risk to the reputation of the Management & Industry Guild reputation by your continued use of our accreditation scheme.
- It is the sole responsibility of the provider or submitter to check for copyright, plagiarism or trademarks. We accept no responsibility for breaches of these.
- The Management & Industry Guild reserve the right to audit and re-assess all renewed accreditations. Refusal of this may result in the accreditation being terminated with no fees being refundable.
- It is the duty of the provider to update their own materials and to inform us of any changes in regards to business operations and training materials. Administration fees may be chargeable for adjustments.

Updating of materials

Providers must review their learning materials at least every three years. Changes must accommodate changes in legislation, techniques, research, technology and trends. All changes must be submitted to

the Management & Industry Guild Standards Office for re-accreditation. An administration fee may be charged.

Facility and Services

All materials submitted for review must be deemed satisfactory to Management & Industry Guild Accreditation Office standards. We cannot verify the accuracy of technical, medical, scientific or legal content. Our review assesses the suitability of the materials and ensure that they qualify our CPD standards on the use of training materials for CPD learning and development purposes.

We disclaim all liability for any content and materials submitted, by you or third parties, whether or not they bear any trademarks.

We do not permit the use of any images, trademarks, intellectual property or copyright materials to any CPD accredited materials other than for its intended use.

Providers retain the rights to all materials submitted and CPD accredited, and the Management & Industry Guild Accreditation Office are granted access to all materials for the purposes of accreditation registration and assessment.

No materials are passed by us to third parties. You will indemnify us against all costs, damages, claims, losses and expenses arising as a result of any claim or action that the CPD materials infringe any third party intellectual property rights, copyrights and trademarks or infringe any other unlawful way.

Management & Industry Guild Accreditation Office Liabilities

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the maximum extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied. To the extent that our site is provided for use free of charge, we will not be liable for any loss or damage of any nature.

To the fullest extent permitted by law, we (the company) and any other third parties connected to us:

- Shall not be liable to the Provider for any expenses, costs, damage or losses (whether indirect, direct, consequential, economic or other reasons) arising from your exercise of any Accredited Provider or other rights granted to you under these conditions.
- We expressly exclude all warranties and other terms and conditions which might otherwise be implied by statute, legislation or equity.
- Our liability in respect of claims arising out of or in connection with these conditions or any collateral contract, whether in tort (including negligence) or in contract, or otherwise shall in no circumstances exceed 200% of the total accredited provider fee payable by you in the year in which the claim arises.
- We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of (or inability to use) our site, reliance on any content displayed on our

site, nor shall we be liable for loss of profits, sales, business, or revenue, business interruption, loss of actual or anticipated savings, loss of business opportunity, goodwill or reputation or any indirect or consequential loss or damage.

- We will not be liable in respect of any loss or corruption of any data, database or software. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, any other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material owing to your use of our site or to your downloading of any content on it, or on any website linked to it.
- We accept no responsibility for the content of any websites linked on our site. Any links should not be interpreted as endorsement by us. We will not be liable for any loss or damage that may arise from your using them. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods or services to you, which will be set out in our general Terms and Conditions which are available on our website.

Viruses

We do not guarantee that our site will be secure or free from bugs, malware or viruses. You are responsible for configuring your own information technology, computer programmes and platforms in order to access our site. You should use your own virus protection software.

You do not have the right to knowingly misuse our site by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You are not authorised to attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You do not have the right to attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. All breaches will be reported to the relevant law enforcement authorities, and we will co-operate fully with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Acceptable Use Policy

You are not permitted use our site in any way, or take any action that causes or may cause, damage to the site or impair its availability or performance. You are not permitted to use our site in any way which is unlawful, fraudulent or harmful. You may not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) or on in relation to our site without our express written consent, nor may you use data collected from our website for any direct marketing activity.

Indemnity

You shall indemnify us against all cost, liabilities, damages, losses and expenses (including any direct or in-direct or consequential losses, loss of reputation or profit, all interest penalties, legal and other professional costs and expenses) incurred or suffered by us arising out of, or in connection with, any breach of these conditions by you including, but not limited to, any breach of any terms, conditions

and provisions, relating to the licences granted of the trademarks, images, intellectual property or copyright materials to you or out of our use, review and standards of any CPD materials.

You shall indemnify us against all cost, liabilities, damages, losses and expenses (including any direct or in-direct or consequential losses, loss of reputation or profit, all interest penalties, legal and other professional costs and expenses) incurred or suffered by us arising out of, or in connection with, any termination or suspension of your accreditation where you were found to be in, or under suspicion of, any breach of any terms, conditions and provisions.

Linking to and from our site

You may link to our home page, provided it is done in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not suggest any form of association, approval or endorsement on our part where none exists. You may only establish a link to our site on a website that you own. Our site must not be framed on any other site. You are not permitted to create a link to any part of our site other than the home page. We reserve the right to withdraw any linking permission without notice. Where our site contains links to other sites and resources, these links are provided for information only. We have no control over the contents of those sites or resources.