

## Terms and Conditions

### Acceptance of terms and conditions

iLearn is the learning management system maintained and operated by LGSS Learning & Development for your individual use and viewing. Access and use by you of this site constitutes acceptance by you of these Terms and Conditions which take effect from the date of first use. Throughout this document the terms 'we', 'us' and 'our' refer to LGSS and the terms 'you' and 'your' refer to you the user.

By undertaking learning and development activity, you are acknowledging that you have received authorisation from the relevant person at your organisation:

- To attend/receive learning and development activity as stated
- For the expenditure
- Acceptance of these terms and conditions

We reserve the right to refuse or curtail any learning and development activity if a delegate or substitute delegate fails to satisfy the course pre-requisites or requirements.

### Data Protection

All personal data we collect from you complies with the data protection principles, as stated in the Data Protection Act 2018 (DPA) and Northamptonshire County Council's (NCC) Data Protection Registration with the Information Commissioner's Office; for full list please check this website [ico.org.uk](http://ico.org.uk)

The personal data we collect may be held as an electronic record on data systems managed by NCC or as a paper record. The records are only seen by staff who need the personal data so they can do their job. Further information can also be found in our [L&D Privacy Notice](#).

### Charging Policy

- The delegate or delegate's organisation/service area will be charged at the published rate by invoice or internal recharge. (Published rates are exclusive of VAT and this will be charged at the appropriate rate)
- Any published prices are correct at the time of publication
- We reserve the right to alter these prices without prior notice
- For fully funded courses, a charge will be made to the delegate organisation in the event that the delegate or substitute delegate fails to attend the course/qualification induction/workshop, or has given 15 or less working days notice of cancellation (working days are classed as Monday-Friday). If delegate has participated in more than 50% of course then it counts as attendance, anything less is deemed as non-attendance.

- For fully funded qualifications, the full cost of the qualification will be levied to your organisation/service area's budget in the event that you do not complete (or withdraw) by the date set by Learning and Development.
- For self-funded qualifications, the full cost of the qualification will be paid in advance. If you are on a payment plan and in the event that you do not complete (or withdraw) by the date set by Learning and Development you are still committed to the full cost of the qualification.

If you are an employee of Northamptonshire County Council (excluding schools), Cambridgeshire County Council (excluding schools) or LGSS, it is unlikely that the service you book will incur a charge. In the rare event that a charge would apply, this will be made clear on the course booking page. If you cancel with 15 or less working days notice or fail to attend the course, a charge will be applied.

For organisations who have specific service level agreements for learning and development activity, these organisations will only be charged on a pay as you go basis for the items not included in their service level agreement, this may include cancellation fee's.

### **Payment**

- The learning and development activity fee must be paid in full on receipt of an invoice / internal recharge / credit card payment.
- In the event of not paying the invoice or refusal of internal recharge, we reserve the right not to accept future bookings from your organisation or cancel existing bookings until outstanding amounts have been paid.
- Should you fail to provide a purchase order number, you will still be required to pay the invoice.

### **Cancelling your place**

You or your organisation/service area will be charged at the published rate if you give 15 or less working days notice for cancellations of classroom activity.

### **Non-attendance**

If you fail to attend a classroom learning & development activity on which you are booked then the course fee will be payable in full.

### **Course start times**

Classroom activity and webinars will start at the time advertised and you are required to be ready to start by that time. In the event you arrive after the advertised start time and allowing you to join the course would disrupt the learning of others on the course, we reserve the right to refuse admission. In all such cases, the full fee remains payable.

**Changes and cancellations by LGSS Learning and Development**

- We reserve the right to cancel a learning and development activity, giving as much notice as possible if events arise beyond our control which makes delivery of the learning and development activity impractical, we will endeavour to offer alternative arrangements. In no circumstance will Learning and Development reimburse or cover the costs incurred for travel, subsistence, parking fees, supply cover or any other associated costs.
- We reserve the right to alter learning and development activity dates and venues without liability.
- Our learning and development activity resources and training cannot be relied upon for legal interpretation. We cannot accept responsibility for the actions of delegates or those of other people reading the learning and development activity resources or interpretation, or take responsibility for any loss incurred as a result of relying on the training or the learning and development activity resources.
- In order to respond rapidly to changes in market demands, technological advancements, and to constantly update and improve our training services, we also reserve the right to alter learning and development activity content at any time without notice.

**Intellectual Property**

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**User responsibility**

Each account holder on LGSS iLearn is granted a unique user ID and password which is used to gain access to the materials therein. Under NO circumstances whatsoever may any registered user share

or distribute their user IDs or passwords to third parties. You will be held responsible for any authorised or unauthorised usage of your account and/or user details. You are required to notify the L&D team of any unauthorised use of your account and/or details immediately – [lgssLearning@northamptonshire.gov.uk](mailto:lgssLearning@northamptonshire.gov.uk). Any breach of this agreement may result in your account being closed at any time and without prior notice.

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### **Hyper linking to and from this site**

You do not have to ask permission to link directly to pages hosted on this site. However, we do not permit our pages to be loaded into frames on your site. The LGSS pages must load into the user's entire window.

We are not responsible for the content or reliability of websites to which we link, nor should listing be taken as endorsement of any kind. We cannot guarantee that these links will work all of the time and we have no control over the availability of linked pages.

### **Virus Protection**

We make every effort to check and test material at all stages of production. It is always wise for you to run an anti-virus program on all material downloaded from the Internet. We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this website.

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materials. In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of the LGSS website.

### **General**

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales. Please direct any queries via our [Contact Us](#) page.

### **Amendments to the Terms and Conditions**

We reserve the right to amend these Terms and Conditions from time to time.