

## SECTION F – COURSES AND EXAMINATIONS SPECIFIC TERMS

### 1. DEFINITIONS AND INTERPRETATION

- In this Section E the following words and expressions have the following meanings unless inconsistent with the context:

<b>“Attendance Criteria”</b>	any criteria or requirements which Delegates must meet in order to attend the Event, as notified to the Customer by The Property Institute (TPI) in writing from time to time;
<b>“Course”</b>	the training course or courses which forms the Deliverables as set out in the Contract Details
<b>“Delegate”</b>	the individual who is to attend the Event, as detailed in the Contract Details, or, where permitted by TPI in accordance with Condition 4.2 of this Section F, such replacement as the Customer may notify to TPI in writing;
<b>“Event”</b>	the Course or Exam which forms the Deliverables as set out in the Contract Details;
<b>“Exam”</b>	the examination or accreditation which forms the Deliverables as set out in the Contract Details;
<b>“Examiner”</b>	an individual engaged by TPI to mark or assess any Exam undertaken by the Delegate;
<b>“Exam Rules”</b>	any specific rules, regulations or requirements notified to a Delegate by TPI in relation to their taking of an Exam;
<b>“Event Date”</b>	the date or dates of the Event as set out in the Contract Details;
<b>“Improvement”</b>	has the meaning set out in Condition 8.1 of this Section F;
<b>“Invigilator”</b>	an individual engaged by TPI to invigilate or monitor any Exam;
<b>“Portal”</b>	the website, web-based portal or other electronic or digital means by which the Course or Exam is delivered as set out in the Contract Details;
<b>“Tutor”</b>	an individual engaged by TPI to deliver any training forming part of the Course;

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<b>“Venue”</b>	the venue where the Event will take place as set out in the Contract Details, including but not limited to the Portal;
<b>“Virus”</b>	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and
<b>“Vulnerability”</b>	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability.

## 2. EVENT

- Subject to prior payment of the Price in cleared funds by the Customer, TPI shall permit each Delegate to attend the Event.
- Where the Event is not provided through the Portal, the Customer shall, and where the Customer is not the Delegate procure that each Delegate shall:
  - arrive at the Venue for registration at least one hour prior to the listed start time for the Event; and
  - provide appropriate original identification, including address and photograph identification, on registration.
- The Customer acknowledges and agrees that:
  - TPI shall be entitled to refuse entry to the Event to any Delegate who has not registered in accordance with Condition 2.2 of this Section F; and
  - in the event a Delegate is not refused entry to the Event under Condition 2.3(a) of this Section F, they will not be entitled to any additional time where they enter the Event after the scheduled start time.

- The Customer acknowledges and agrees that TPI may vary the Tutor, Invigilator or Examiner, the Portal, the Venue, the date and time of the Event and other elements of the Event in accordance with Condition 5.6 of Section A.
- The Customer acknowledges, and where the Customer is not the Delegate, shall procure that the Delegate acknowledges that if the Delegate does not comply with the requirements of this Contract, including providing any information or Input Materials requested by TPI or the Tutor, Invigilator or Examiner, the Delegate may not be able to participate fully in the Event and that TPI shall have no liability to the Customer or the Delegate where this is the case.

### 3. PRICE

- Unless otherwise stated in the Contract Details, the Price for the Event does not include accommodation, travel, meals or refreshments and the Customer shall be responsible for arranging such at its own cost for each Delegate where required.

### 4. DELEGATES

- The Customer shall, and where the Customer is not the Delegate procure that each Delegate shall:
  - meet any applicable Attendance Criteria;
  - not resell, transfer ownership of or allow any other person to use, the Delegate's right to attend the Event;
  - behave in a manner appropriate to the Event and any Venue whilst travelling to or from the Event or attending the Event;
  - participate appropriately in the Event, including providing any Input Materials or other Materials requested by TPI or the Tutor, Invigilator or Examiner in a timely manner and in advance of the Event where requested;
  - where the Course or Exam is provided by electronic means, keep a secure username and password for access to the Course or Exam and prevent any other individual from accessing the Course or Exam using their log-in details;
  - not use the Event for anything other than its intended purpose, as determined by TPI and including but not limited to the requirements of this Contract;
  - not use the Event for any commercial gain;
  - not exert improper pressure on TPI, or any third party involved in the supply of the Event;

- not do anything which TPI reasonably believes could bring TPI, the Event or the Venue into disrepute or otherwise have a detrimental or prejudicial impact on the reputation, standing, Intellectual Property Rights or goodwill of such;
  - not record or transmit, or aid in the recording or transmitting of, any video, image, audio, transcription or other reproduction of the Event or any materials relating to the Event unless expressly permitted in writing by TPI;
  - comply with all instructions, directions and requirements of TPI, the Tutor, Invigilator or Examiner or the Venue relating to attendance at and participation in the Event, including those requirements relating to health and safety at the Venue; and
  - comply with the terms of this Contract.
- Where the Customer is not the Delegate, in relation to a Course only, the Customer shall be entitled to replace the Delegate with an alternate Delegate on written notice to TPI, provided that any such replacement Delegate shall also comply with the terms of this Contract, including the provisions of this Condition 4 of Section F. For the avoidance of doubt, the Customer shall not be entitled to replace a Delegate taking an Exam with an alternate Delegate without the prior written consent of TPI.
  - The Event may not be available to all Delegates at the same time and TPI, acting reasonably, reserves the right to temporarily prevent any number of Delegates from accessing the Event from time to time.

## 5. COURSES

- Where the Course is directed at or intended for certain categories of delegate, TPI shall be entitled to refuse entry to the Course to any Delegate that TPI reasonably believes does not meet the Attendance Criteria.
- Except as expressly and specifically provided in these Conditions:
  - the Course is intended to provide general information only and does not constitute advice given by TPI or the Tutor in relation to any particular circumstance or context. Neither TPI nor its employees, consultants or Tutors can accept responsibility for the Customer's or any of its Delegates' actions, or those of other people attending or participating in the Course or interpreting the Course, or responsibility for any loss incurred as a result of the Customer, Delegate or any other person relying on the Course.

- the Customer assumes sole responsibility for results obtained from the use of the Course and any information provided as part of the Course, and for conclusions drawn from such use;
  - TPI shall have no liability for any damage caused by reliance by the Customer or the Delegate on, or any errors or omissions in, any documents, information, instructions or scripts produced by the Customer or any Delegate in connection with the Course;
  - the Course is provided to the Customer on an "as is" basis; and
  - the Course is provided for the use of a single Delegate and the Customer and the Delegate shall not share the Course with any other person or copy or distribute any materials relating to the Course to any other person.
- The Customer acknowledges, and where the Customer is not the Delegate, shall procure the Delegate's acknowledgment that, any failure to comply with this Contract during the Course may lead to exclusion or removal from the Course. The Customer, and where the Customer is not the Delegate, the Delegate, agrees that TPI shall not be obliged to provide any refund of the Price (or any part thereof) or allow the Delegate to re-attend the Course.

## 6. EXAMS

- The Customer shall, and where the Customer is not the Delegate procure that the Delegate shall:
  - comply with any instructions provided by TPI prior to the Exam;
  - not disclose answers to questions to any other person or permit any other person to answer questions on their behalf;
  - comply with any applicable Exam Rules;
  - not use, or seek to use, any third party materials during the Exam, including but not limited to any materials prohibited by the Exam Rules;
  - not remove any Materials relating to the Exam from the Venue;
  - notify the Invigilator or Examiner immediately on becoming aware of any breach of the Exam Rules or any attempt to cheat, assist another person in cheating or otherwise seek an unfair advantage in relation to the Exam;
  - not do anything that may, in TPI's or the Invigilator's or Examiner's reasonable opinion, cause any disruption to or otherwise have a detrimental impact on the performance of any other person taking the Exam; and

- not share the Exam, or access to the Exam, with any other person or copy or distribute any materials relating to the Exam to any other person.
- The Customer acknowledges, and where the Customer is not the Delegate, shall procure the Delegate's acknowledgment that, any failure to comply with this Contract before or during an Exam, or following a review of any Exam, may lead to:
  - exclusion or removal from the Exam; or
  - the invalidation of any results for the Exam, subject to any successful appeal made by the Customer or the Delegate,
 and the Customer, and where the Customer is not the Delegate, the Delegate, agree that TPI shall not be obliged to provide any refund of the Price (or any part thereof) or allow any resit of the Exam.
- Where the Customer or, where the Customer is not the Delegate, the Delegate has access to any assessment or assignment materials as part of the Exam, any assessment or assignment submitted to TPI during the Term will be marked and a certificate awarded to the Customer, or where applicable the Delegate, if they have met the required standard. TPI will not mark any assessment or assignment submitted outside the Term or guarantee to provide any specific feedback.
- Where the Customer or, where the Customer is not the Delegate, the Delegate believes that there are any extenuating circumstances which are applicable to the Delegate or an Exam that they are taking or have taken, the Customer or Delegate must provide TPI with written notice of the extenuating circumstances within 5 Working Days of the date of the Exam. TPI and the Examiner shall have sole discretion to determine whether any extenuating circumstances are taken into account in relation to the Exam and how this is done. TPI and the Examiner shall have no obligation to consider extenuating circumstances not notified to TPI in accordance with this Condition 6.4 of Section F.
- Any decision made by TPI or the Examiner regarding an Exam, including the awarding of any certificate or accreditation, is made at their sole discretion. If the Customer or, where the Customer is not the Delegate, the Delegate, disagrees with, or wishes to appeal, any decision made by TPI or the Examiner, the Customer or Delegate must contact TPI in writing setting out the reason for the disagreement or grounds of appeal within 15 Working Days of TPI or the Examiner informing the Customer or Delegate of the decision with which it disagrees or the Exam result being appealed.

- Where the Customer or Delegate notifies TPI that it disagrees with a decision in accordance with Condition 6.5 of this Section F, TPI shall consider the Customer or Delegate's reason for disagreement within 15 Working Days and take such steps as TPI determines to be appropriate, including but not limited to remarking or re-assessing the Exam. If the Customer or Delegate does not agree with TPI's decision, it shall be entitled to appeal to TPI by notifying TPI in writing within 10 Working Days of receiving TPI's decision. The decision made by TPI will be reviewed by two independent directors of TPI and the determination of these directors will be final. If TPI determines that an Exam previously marked as having failed should be remarked as having passed, TPI shall refund any Additional Charge payable in accordance with Condition 6.7 of this Section F.
- If the Customer or Delegate requests that an Exam be remarked or requests feedback on an Exam, TPI shall be entitled to charge the Customer for the remarking or feedback as an Additional Charge, and shall not be obliged to provide the remarked Exam result or feedback until payment has been received in full cleared funds.
- The Customer acknowledges and, where the Customer is not the Delegate, shall procure the Delegate's acknowledgment that, no Materials related to the Exam, including a marked or unmarked Exam, will be released by TPI.

#### 7. USE OF THE PORTAL

- The Customer acknowledges, and where the Customer is not the Delegate shall procure the acknowledgment of the Delegate, that it may be required to use electronic communications media, including but not limited to the Portal, to access the Course or the Exam.
- Where the Course or Exam is supplied by electronic means, the Customer may, and where the Customer is not the Delegate, permit the Delegate to:
  - access the Course or Exam from a location other than their principal place of work provided that this is during the Term and, where the Customer is not the Delegate, that such Delegate is a permanent employee of the Customer at that time;
  - copy any part of the Course or Exam where such copying is an incidental result of accessing the Course or Exam electronically;
  - copy any part of the Course or Exam which is identified as available for download, provided that such copies are deleted on expiry of the Term; and
  - print any part of the Course or Exam which is made available in a PDF or otherwise print-ready format, provided that the

Customer or Delegate prints only the minimum number of copies reasonably necessary and that such copies are destroyed on expiry of the Term.

- In relation to any Course or Exam supplied by electronic means:
  - the Customer acknowledges, and where the Customer is not the Delegate, shall procure the Delegate's acknowledgment that, a Course or Exam may be recorded and reviewed following the Course or Exam by TPI, the Tutor, Invigilator or Examiner;
  - TPI does not provide the software to which the Course or Exam relates and the Customer is responsible for ensuring its own access, or procuring access for the Delegate, to such software;
  - the Customer is responsible for configuring, or procuring the configuration for the Delegate of, their own information technology, computer programmes and hardware in order to access the Course, Exam and Portal and should use their own, or procure for the Delegate, virus protection software. TPI is not responsible for any failure to access the Course, Exam or Portal as a result of the incompatibility of the Customer's or Delegate's computer programmes or hardware;
  - the Customer shall, and where the Customer is not the Delegate shall procure that each Delegate shall, use all reasonable endeavours to prevent any unauthorised access to, or use of, the Course, Exam or Portal and shall promptly notify TPI in the event of any such unauthorised access or use
  - access to the Course, Exam or Portal may be suspended temporarily and without notice in the case of bandwidth shortage, system failure, maintenance or repair or for reasons beyond TPI's control;
  - whilst TPI endeavours to ensure that the Portal is normally available 24 hours a day, TPI shall not be liable if for any reason the Course, Exam or Portal is unavailable at any time or for any period;
  - TPI does not warrant that the use of the Course, Exam or Portal will be uninterrupted or error-free and TPI is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that, and shall ensure the Delegate's acknowledgement that, the Course, Exam or Portal may be



- subject to limitations, delays and other problems inherent in the use of such communications facilities; and
- if, for any reason, the Course, Exam or Portal are defective or not accessible, TPI shall commence remedial work as soon as reasonably practicable in the circumstances, and shall use its reasonable endeavours to remedy any such problem, save that nothing shall require TPI to carry out such work outside Normal Working Hours.
  - The Customer shall not, and where the Customer is not the Delegate shall procure that each Delegate shall not:
    - access, store, distribute or transmit any Viruses, or any material during the course of its use of the Course, Exam or Portal that:
      - is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
      - facilitates illegal activity;
      - depicts sexually explicit images;
      - promotes unlawful violence;
      - is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
      - is otherwise illegal or causes damage or injury to any person or property; or
      - may cause, or be likely to cause, any damage to or have an adverse impact on, TPI's reputation, Intellectual Property Rights or goodwill;
    - except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:
      - attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Course, Exam or Portal in any form or media or by any means; or
      - attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Course, Exam or Portal;
    - access all or any part of the Course, Exam or Portal in order to build a product or service which competes with the Course, Exam or Portal;

- make copies or print any part of the Course, Exam or Portal save as expressly permitted under this Contract;
- use the Course, Exam or Portal to provide services to third parties;
- license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Course, Exam or Portal available to any third party;
- attempt to obtain, or assist third parties in obtaining, access to the Course, Exam or Portal; or
- introduce or permit the introduction of, any Virus or Vulnerability into TPI's network and information systems.

and TPI reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's, or any Delegate's, access to any material that breaches the provisions of this Condition 7.4 of this Section F.

#### 8. INTELLECTUAL PROPERTY

- If the Customer, or where the Customer is not the Delegate, any Delegate, makes, devises, discovers, or otherwise acquires rights in any improvement, enhancement or modification to the whole or any part of the Event or the method by which it is provided ("**Improvement**") the Customer shall promptly notify TPI in writing, giving details of the Improvement and shall, if TPI so requests, provide, or procure that the Delegate provides, any further information as would be reasonably required to enable TPI to evaluate the Improvement effectively.
- The Customer shall grant, or shall procure the grant by the Delegate of, a non-exclusive royalty-free worldwide irrevocable licence (together with the right to grant sub-licences) for TPI to use in any manner any Improvement made, devised or discovered by the Customer.

#### 9. EVENT CANCELLATION

- TPI reserves the right to cancel or reschedule the Event for any reason (including, without limitation, by reason of a force majeure event in accordance with Condition 14 of Section A). TPI shall notify the Customer in writing of the cancellation or rescheduling as soon as possible. The parties agree that:
  - TPI shall not be in breach of this Contract by virtue of any cancellation or rescheduling of the Event; and
  - on TPI notifying the Customer of any cancellation of the Event, this Contract shall immediately terminate and the provisions of this Condition 8 of Section F shall apply;

- on TPI notifying the Customer of any rescheduling of the Event, this Contract shall be deemed varied in accordance with Condition 5.6 of Section A; and
- save as set out in this Condition 8 of Section F, TPI shall have no further liability to the Customer in respect of the cancellation or rescheduling of the Event, including in respect of any costs incurred by the Customer prior to cancellation or rescheduling of the Event.
- Without prejudice to the other rights of TPI or the Customer under this Contract, where an Event is cancelled or rescheduled in accordance with Condition 8.1 of this Section F TPI shall:
  - where the Event is to be rescheduled, permit each Delegate to attend the rescheduled Event; or
  - where the Event is cancelled or a Delegate is unable to attend the rescheduled Event and the Customer cannot provide a replacement Delegate, at TPI's sole discretion provide a refund of the Price less any amounts which relate to costs already incurred by TPI in providing the Event to the Customer.
- Any refund of the Price or part of the Price agreed pursuant to Condition 8.2 of this Section F shall be payable within 30 days of the amount being agreed or determined in accordance with Condition 13 of Section A or by such other date as the parties may agree in writing.
- For the avoidance of doubt, no reduction or refund of the Price shall be payable where the Contract is terminated other than as a result of cancellation of the Event in accordance with Condition 8.1 of this Section F.

#### 10. CANCELLATION OR POSTPONEMENT BY THE CUSTOMER

- The Customer shall be entitled to cancel any booking for any Delegate at the Event by giving written notice to TPI. Where the Customer cancels the booking for any Delegate:
  - within 10 Working Days of the order being accepted by TPI in accordance with Condition 2.5 of Section A, the Customer shall be entitled to receive a refund of the portion of the Price relating to that Delegate's attendance at the Event; or
  - more than 10 Working Days after the order has been accepted by TPI in accordance with Condition 2.5 of Section A, the Customer shall not be entitled to receive a refund of the portion of the Price relating to that Delegate's attendance at the Event,

provided that in no circumstances shall any refund be payable if the Customer cancels the booking less than 10 Working Days prior to the Event or if the Customer or Delegate accesses the Course or Exam where it is provided through the Portal or any other electronic means.

- For the purposes of Condition 9.1 of this Section F, the date of the Customer's cancellation shall be the date on which TPI is deemed to receive the Customer's written notice in accordance with Condition 14.2 of Section A.
- The Customer shall be entitled to postpone an Exam for any Delegate by giving at least 10 Working Days written notice of the postponement, provided that an Exam may only be postponed twice. If the Customer requests a third postponement of an Exam, TPI shall be entitled to treat it as a cancellation of the booking in accordance with Condition 10.1(b) of this Section F.
- The Customer shall not be entitled to postpone an Exam delivered through the Portal or by any other electronic means once it has been accessed by the Delegate.
- In the event that the Customer postpones an Exam in accordance with Condition 10.3 of this Section F, TPI shall be entitled to charge the Customer as an Additional Charge for any subsequent price increase in relation to the Exam.

## 11. LIMITATION OF LIABILITY

- Except as expressly and specifically provided in these Conditions:
  - the Customer assumes sole responsibility for results obtained from the use of the Deliverables by the Customer, and for conclusions drawn from such use. TPI shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TPI by the Customer in connection with the Deliverables, or any actions taken by TPI at the Customer's direction;
  - any information provided as part of the Deliverables, including but not limited to attendance at a Course or Exam, does not constitute professional advice and is for educational purposes only. Information provided as part of the Deliverables is not a substitute for advice on the specific circumstances of the Customer or Delegate or for the exercise of appropriate judgement, skill and care. Whilst every effort has been made to ensure that information provided as part of the Deliverables is accurate and up-to-date, TPI accepts no responsibility for any

- acts or omissions in relation to property management or any other subject matter of the Deliverables in whatever form;
  - all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Laws, excluded from the Contract; and
  - the Deliverables are provided to the Customer on an "as is" basis.
- Subject to Condition 11 of Section A and Condition 11.1 of this Section F, TPI's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the greater of:
    - £10,000; or
    - the Price.

