# **ILFM Terms and Conditions**

# 1) ILFM Membership

### 1.1) Membership

1.1.1) Full terms of Membership are given in Sections 17-19 of our <u>Memorandum of Association</u> which can be found on our website.

1.1.2) Members must be sixteen years of age or over (17.6).

1.1.3) Members shall comply with all Rules of the Institute (17.7 & 27).

1.1.4) The Council Members may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so (17.2).

1.1.5) The Executive Council may prescribe criteria for Membership of the Institute but shall not be obliged to accept persons fulfilling those criteria as Members (17.3).

### 1.2) Cancellations and refunds

1.2.1) A Member may withdraw from Membership of the Institute by giving 14 days' notice to the Institute in writing and any person ceasing to be a Member shall be removed from the Register of Members (18.1).

1.2.2) A Member whose annual subscription is more than one month in arrears shall be deemed to have resigned and should no longer hold themself out to be a member of the Institute (18.2).

1.2.3) A Member whose membership terminates part way through a year of membership shall not be entitled to any refund in respect of any unexpired portion of their membership (18.3).

1.2.4) Any member who resigns or is disqualified shall forthwith be no longer entitled to use the designatory letters attributable to his or her particular class of membership after his or her name.

### 1.3) Transfer or Substitution

1.3.1) A Membership cannot be transferred or substituted to another person.

# 2) Training and Events

### 2.1) Event booking confirmation

2.1.1) You will receive a booking confirmation by email. You should not make any travel or accommodation arrangements until you have received this.

### 2.2) Cancellations

2.2.1) We will only accept cancellation of a confirmed event booking in writing.

2.2.3) A refund of the delegate payment

- 100% will be given for notice of 42 days or more; less an administration fee of £35.

- 50% will be given for notice of between 41 and 22 days; less an administration fee of £35.

- No refund for 21 days or less.

2.2.4) Please note that trainings/events are subject to cancellation, at any time, if there are insufficient numbers.

2.2.5) In the event of a cancellation or postponement at any time by the ILFM, for whatever reason, we will offer you a free transfer to another ILFM event or training or offer a full refund. Liability will be limited to a 100% of any fee paid.

To cancel your place please email us.

### 2.3) Outstanding subscription

2.3.1) If you are an ILFM member with outstanding membership fees, we reserve the right to refuse entry or access until full payment of your membership subscription has been made, or to make a supplementary charge to the non-member rate.

### 2.4) Changes to the programme

2.4.1) We reserve the right to make changes to the programme as necessary.

### 2.5) Specific requirements

2.5.1) Please contact us in advance to discuss any specific requirements, such as accessibility or dietary needs. All requests will be dealt with on a best endeavours basis.

### 2.6) Personal

2.6.1) The ILFM accepts no responsibility or liability for any injury, illness or otherwise which may be attributable to the facilities or services provided at any location.

### 2.7) Transfer or Substitution

2.7.1) Transfer or Substitution requests must be in writing.

2.7.2) You may transfer to another ILFM training, or substitute for another person, plus an administration fee of  $\pm 35$ .

2.7.3) An additional payment may be necessary if the substitute is not eligible for the same discounts as the original delegate.

2.7.4) No refund will be given should the delegate fee be less than the original delegate fee.

# 3) ILFM Professional Qualifications

# 3.1) Confirmation

3.1.1) All course fees must be paid when enrolling. You are

required to be an ILFM Member to enrol on any Qualification course, current membership is a requirement up to and including the exam. You may apply for membership at the same time as enrolling.

3.1.2) You will receive confirmation of your acceptance onto the course and/or membership confirmation by email.

### 3.2) Cancellations and refunds

3.2.1) Once enrolled onto the course you have up to 14-days in which you can cancel and apply for a full refund. If at any time you access the course online, download, print, or commence the course that will be taken of acceptance of the services provided and your right to cancel will immediately cease to be available. No refund shall be given after this time regardless of the stage of completion of the course.

3.2.2) We will only accept cancellation of a confirmed booking in writing.

3.2.3) All exemption fees are non-refundable.

### 3.3) Outstanding subscription

3.3.1) If you are an ILFM member with outstanding membership fees, we reserve the right to refuse access to the course until full payment of your membership subscription has been made.

### 3.4) Changes to the programme

3.4.1) We reserve the right to make changes to the programme as necessary.

### 3.5) Specific requirements

3.5.1) Please contact us in advance to discuss any specific requirements including accessibility requests.

### 3.6) Transfer or Substitution

3.6.1) You may not transfer or substitute for another person.

# 3.7) Examinations

3.7.1) Our <u>Examination Regulations</u> can be found on our website.

### 3.7.2) Moderation and Examination Board

3.7.2.1) All our examination papers are assessed and agreed by an Independent Exam Moderator (IEM) before publication. The Examination Board, chaired by the IEM, will review, moderate all marks and consider appeals before results are published. The Examination Board decision will be final.

# 3.7.3) Exam booking confirmation

3.7.3.1) You will receive an exam booking confirmation by email. You should not make any travel or accommodation arrangements until you have received this.

### 3.7.4) Cancellations

3.7.4.1) We will only accept cancellation of a confirmed exam booking in writing.

3.7.4.2) In the event that you cancel within 21 days or less, or fail to attend your exam, when you rebook your examination, you will be liable to pay the current resit fee.

3.7.4.3) In the event of a cancellation or postponement at any time by the ILFM, for whatever reason, we will offer you a transfer free of charge to the next exam suitable to you. If you have paid an additional resit fee, we will offer a transfer or full refund, liability will be limited to a 100% of any resit fee paid.

To cancel your place please email us.

# 4) Payments

4.1) Payment will be in advance or is expected as per terms agreed and by the due date shown on the invoice. There will be a 1.5% interest charge per month on late invoices. Please always quote Invoice Number as reference.

# 5) Copyright

5.1) Copyright and all other intellectual property rights arising in and to any documents developed by the ILFM, and any materials substantially based thereon, shall remain vested in us.

### 6) Our Privacy Policy

6.1) We committed to protecting and respecting your privacy. We understand the importance you place on the privacy and security of information which personally identifies you and we value our relationship with you. ILFM is a "controller" under the General Data Protection regulations. Our full <u>Privacy Policy</u> can be found on our website

# 7) Applicable law

7.1) These terms and Conditions are governed by, and construed in accordance with, English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.