Consumer rights and cancellation

Digital products do not fall within the ‘cooling off’ 7-day period required under UK Law. If you have an issue with a product you have purchased, please email support@ibpsolutions.org and we will respond within 48 working hours.

Our refund policy

If you change your mind after purchase, you are not entitled to a refund. However, we look at all cases on an individual basis – please email support@ibpsolutions.org and we will reply to you within 48 working hours.

Risk and title in Products

Use of the products will only pass to you when we receive full payment of all sums due in respect of the products, including taxes and delivery charges.

Price and payment

The price of the courses, products and our delivery charges will be as quoted on our site from time to time, except in cases of obvious error.

Prices stated on our site exclude VAT.

Course prices, product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.

It is always possible that, despite our best efforts, some of the products and or services and/or courses listed on our site may be incorrectly priced. We will normally verify prices as part of our Order Confirmation procedures. If the correct price of a product or course is higher than the price stated on our website, we will normally, at our discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

We are under no obligation to provide any product or service or course to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error.

If we agree with you that you may pay for a product or service or course in instalments, then each instalment must be paid by its due date (as notified by PayPal).

If you fail to make any payment due to us by the due date for payment then, without limiting our other remedies, we may refuse to provide you with any course related materials and certificates and cancel online course access with immediate effect

Intellectual Property

All intellectual property rights (including but not limited to copyright) in all products, courses and course materials at all times belong to and shall remain vested in ibp Solutions Limited and neither you nor any other person shall obtain any intellectual property rights or any other interest, right or title whatsoever in or to any product or any course materials or any part thereof save as otherwise expressly granted under these terms of supply.

If you purchase a course for which we provide you course materials, we hereby grant you a non-transferable, non-exclusive licence to use those materials strictly for the purpose of participating in the relevant course and for your own educational, non-commercial purposes.

You shall ensure that such course materials are only made available to and accessed by you and you must not make available, copy, reproduce, disseminate, re-transmit, sub-license, distribute, sell, publish, broadcast or otherwise supply in any medium and in any manner any such materials (or any part of them) to any third party.

Warranty

We warrant to you that:

Any product/ service purchased from us will, on delivery, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied and perform our obligations under the Contract with reasonable care and skill.

All other conditions, warranties or other terms which might have effect between you and us or be implied or incorporated, whether by statute, common law or otherwise, are hereby excluded to the fullest extent allowed by applicable law.

Data Protection

In relation to any personal data provided to us by you or on your behalf, you agree that we may use such personal data to perform our obligations and enforce our rights under any Contract.

Furthermore, you agree that any such personal data will be processed in accordance with our Privacy Policy (as amended by us from time to time).

Our liability

Nothing in these terms of supply excludes or limits our liability for:

Death or personal injury caused by our negligence;

Fraud or fraudulent misrepresentation; or

Any other matter for which it would be unlawful for us to exclude or attempt to exclude our liability.

Our maximum aggregate liability in respect of any claim arising out of any Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total sum paid for the particular product and/or Event giving rise to the claim.

We will not be liable in contract, tort (including negligence), breach of statutory duty or otherwise for losses that fall into any of the following categories:

Loss of income or revenue;

Loss of business;

Loss of profits;

Loss of anticipated savings;

Loss of data;

Loss of goodwill;

Loss of contract;

Waste of management or office time; or

Any special, indirect, consequential or pure economic loss which arises out of or in connection with these terms of supply even if we had been advised of the possibility of such loss.

We shall have no liability for any failure or delay in the performance of any of our obligations where any such failure or delay is due to any act or omission by you or any third party.

You assume sole responsibility for the selection, suitability and use of any Products or Courses.

Import duty

If you order products from us they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. You accept that communication with us may be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Notices

All notices given by you to us must be given to us at support@ibpsolutions.org. We may give notice to you at either the email or postal address you provide to us when placing an order. Notice will be deemed received by you and properly served on you immediately when posted on our site, 24 hours after an email is sent to you, or three days after the date of posting of any letter to you. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

Transfer of rights and obligations

The contract between you and us is binding on you and us and on our respective successors and assignee’s.

You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. In particular, you may not transfer to anyone else your place on an Event.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time.

Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

Strikes, lock-outs or other industrial action;

Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

Impossibility of the use of public or private telecommunications networks; and

The acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

Waiver

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms of supply, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

A waiver by us of any default will not constitute a waiver of any subsequent default.

No waiver by us of any of these terms of supply will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

Severability

If any of these terms of supply or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Entire agreement

These terms of supply and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not expressly set out in these terms of supply.

Each of us agrees that our only liability in respect of those representations and warranties that are expressly set out in these terms of supply (whether made innocently or negligently) will be for breach of contract.

Nothing in this clause limits or excludes any liability for fraud.

Our right to vary these terms of supply

We have the right to revise and amend these terms of supply from time to time.

You will be subject to the policies and terms supply in force at the time that you order products or events from us.

Law and jurisdiction

Contracts and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any such dispute or claim will be subject to the nonexclusive jurisdiction of the courts of England and Wales.

Ibp Solutions Limited Substitution, Transfer and Cancellation Policy

Public Classroom Events

Ibp Solutions Limited run public courses in various locations worldwide. Each course will be in a suitable venue which has been booked in advance and will be taught by an Approved Accredited Trainer. Each class size will be from 4 (minimum) to 16 delegates (maximum).

To secure a space on the course either a valid purchase order from an organisation or full payment must be received 14 days prior to the start date of the course or at the point of booking.

All Joining instructions and precourse materials will be issued approximately 2 weeks before course commences. Delegates are advised that travel and accommodation should not be booked until 2 weeks before the course commences. If you need to book this sooner, please contact support@ibpsolutions.org and we will advise as to the status of the course.

Ibp Solutions Limited reserves the right to modify course content, to alter or cancel course dates and to change the training venue to a similar venue within a reasonable local distance. Ibp Solutions Limited also reserve the right to refuse the admission if payment or a valid purchase order has not been received.

Cancellations

Cancellations must be submitted in writing to ibp Solutions Limited at least four weeks before the start date of the course and will incur no charges.

For all cancellations submitted 2 – 4 weeks prior to the start date of the course the fee for cancellation would be 50% of the full course cost.

For cancellations submitted less than 2 weeks prior to the start date of the course the fee for cancellation would be 100% of the full course cost.

Please note that in the event of non-attendance by the delegates, the full course fee will be charged.

Transfers

If you transfer to another ibp Solution Limited course the following will apply:

More than four weeks prior to the start date of the course no charges will be incurred.

For all transfers submitted 2-4 weeks prior to the starts date of the course a £250 + VAT fee per delegates will be incurred.

No transfers will be accepted less than 2 weeks prior to the start date of the course.

Substitutions

If you are unable to attend the course, a substitute delegate may attend if the candidate has the appropriate prerequisites and ibp Solutions Limited are informed in writing 2 weeks before the course starts.

Ibp Solutions Limited reserves the right to cancel or change any public or in-house course and undertakes to provide reasonable notice of the cancellation or change except in the case of an emergency.

In-House Courses

As soon as your course booking is confirmed we are working on your behalf to ensure everything is right for your delegates. To this end we start to incur costs straight away. Course accommodation is booked immediately and final confirmation is given to the venue four weeks prior to the start of the course.

For this reason, the following Terms and Conditions apply to all courses for cancellations and transfers.

An invoice will be issued upon confirmation of the course booking. Payment is due on receipt and should be received by ibp Solutions Limited 2 weeks prior to the commencement date of the course. Immediate payment is due where a booking is made less than 2 weeks prior to the commencement of the course.

Cancellations must be submitted in writing at least four weeks before the start of the course and will incur no charges. 2 – 4 weeks prior to the start of the course 50% course fee, less than 2 weeks prior to the start of the course 100% course fees.

If a delegate is unable to attend, a substitute delegate may attend at no additional charge provided the candidate is of the same level of experience and ibp Solutions Limited are informed in writing before the course starts.

One transfer to a later course date will be permitted provided:

ibp Solutions Limited is informed in writing at least two weeks before the original course start date.

The invoice is honoured within one week of the original start date. If further transfers (or cancellations) occur, full cancellation fees will become payable.

If the client cancels a course place, or transfers the delegate from one course to another, within four weeks of the start of the original course, ibp Solutions Limited will incur full accommodation charges from the venue. In this event we will have to pass these charges on to the client.

Delegates will be responsible for any damage incurred at the venue as a result of the delegate’s own neglect or default and any charge levied to remedy such damage.

Confirmation

Once confirmation has been sent out to the client, the client is then liable for all charges as listed within the terms & conditions stated below, unless we hear from the client to the contrary, by return.

To afford the maximum measure of protection for the client’s confidential interests, all members of our staff are employed under a service contract which contains a clause strictly forbidding the unauthorised disclosure of information.

Our consultants are assigned to the client on the mutual understanding that neither party will offer employment to, nor employ, staff of the other who have been involved in the design or conduct of the course(s) within twelve months of the final course, unless written consent has been obtained from the other party.

Subsistence and any other expenses necessarily incurred while engaged on a client’s business, whether at the client’s premises or elsewhere are charged at cost. Travel is charged at 45p per mile, or second-class air or rail fares as appropriate.

Tutor accommodation while engaged on client’s business whether or not the course is held residentially, is for the client to settle the account direct with the hotel.

Where necessary, a courier will be used to despatch course material/pre-course work to the venue. This will be charged back at cost.

Fees and expenses will be subject to the addition of VAT at the current rate where applicable. Our VAT registration number is GB 217 2378 15

If during the course of our work, a need for ancillary services not specified in this proposal is identified, agreement to their use will be obtained before any expenditure is incurred.

Fee rates are normally reviewed during April each year. However, we will give at least one month’s notice of any increase in fee rates. The fee rates quoted are valid for courses taken and completed by 31st March of the year in which this quotation was given.

Fees and expenses are normally invoiced monthly and are payable within thirty days of the invoice date.

Cancellation Policy

Cancellations must be submitted in writing at least four weeks before the start of the course. Later cancellations will incur a charge of 50% of the course fee if received between 2 and 4 weeks prior to the start date of the course, and full fees if received within 2 weeks of the start date.

Public Test Centre Exams

Once a Test Centre exam booking is confirmed, please comply with the exam date. Please note the following apply to changes made to your exam booking:

Exams will only be booked when full payment is received

Exam booking form must be submitted 4 weeks prior to the exam

Candidates must complete the online registration with the examination board or charges may be incurred

Ibp Solutions Limited must be informed in writing of any candidate dispensations and must be handed in at the time of booking the exam

If you require a re-sit, you will need to purchase the exam as per the current exam price

Any attempt to sit the exam will be classified as taken

Ibp Solutions Limited must be informed in writing of any candidate dispensations and must be handed in at the time of booking the exam

Ibp Solutions Limited must be notified if a candidate is resitting the exam by either email or telephone

This exam is non-transferable and cannot be re-sold

Any cancellations or amendments to your scheduled exam, will incur the following charges:

You can withdraw from or reschedule your exam once without charge, providing Ibp Solutions Limited are notified in writing 30 days’ prior to your exam date

Changes made within 15-30 working days’ before the exam date, 50% of your exam fee will be payable

Changes made within 8-14 working days’ before the exam date, 75% of your exam fee will be payable

Changes made within 1-7 working days’ of the exam date, your exam fee will be payable in full

Your exam can be rescheduled to another date once cancellation fee has been paid

Online Exams

Once an online exam booking is confirmed, your exam must be scheduled on or before the exam date provided. If you don’t book your exam before this date the full exam fee is payable again.

At the time of taking the exam you will have to prove your identity with photo id – either Passport or Driving Licence. If you do not show this, you will not be able to take the examination. This exam is non-transferable and cannot be re-sold.

Once your online exam has been booked, you will receive a registration email from the examination body. You MUST register your details on the candidate portal with the relevant examination body in advance of the exam in order to schedule your exam and release your exam results. Failure to do this will cause your result and certificate being put on hold until such time this information is completed.

Upon completing the online exam you will receive a provisional result straight away. The result must then be verified by the examination body which can take up to 10 working days and upon release the result will be updated on the candidate portal and an email sent as confirmation. The PDF certificate will then become available to download from the examination boards candidate portal within 4 weeks of your exam date