

## Housing Academy Terms and Conditions

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### Introduction

These terms and conditions govern your use of the CIH services and website; by registering with the Academy, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must **not** register.

The terms and conditions, in addition to the Website Terms of Use, apply to the purchase of any course by an organisation or individual and the use of the CIH website in relation to the same.

Please read these terms and conditions carefully before purchasing a course and print off a copy for your records. By placing your order for the course, you are confirming your agreement to be bound by these terms and conditions.

If there is any conflict between these terms and conditions, and the Website Terms of Use, the conflict shall be resolved according to the following order of priority;

- a) Terms and Conditions;
- b) The Website Terms of Use.

The CIH website uses cookies. By using this website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of the CIH privacy policy/cookies policy available in hard copy on request).

## **Section A: Definitions**

**"Blended learning"** is where a training course or programme of learning is delivered through a combination of face to face delivery or virtual sessions and online learning materials and/or handouts.

**"Course"** means a course which could use traditional classroom components (e.g., face-to-face or virtual session), blended learning and online learning, which is only available for access by you on a predetermined start date; this would include a regulated qualification or a training course;

**"Course Fee"** means the fee payable for the course excluding VAT.

**"Course Materials"** means the materials provided by CIH in the delivery of Blended Learning where relevant which may be (i) downloaded from the Website; (ii) accessed and viewed on, or through the Website; (iii) provided in advance of the session; or a combination of (i) and (ii) and (iii) and (iv);

**"Face to face learning"** - where tutors or trainers deliver a session in a classroom setting.

**"Virtual sessions"** - where tutors or trainers deliver a session via an online platform e.g. Teams, Webinar or Zoom

**"Individual/s"** means the individual/s undertaking the Course as notified to CIH by the Purchaser; and includes learners and training delegate.

**"In house"** means where a course is delivered through blended learning for a specific organisation's at either their premises or through virtual sessions to several employees:

**"Online Learning"** is where a course or programme of learning is delivered on the internet with learning resources/materials provided through a software platform and is completed online. Resources can include but are not limited to, briefing documents, links to other web-based resources, eBooks, Tutorials, Printable Slides, Assessments, ePortfolio, handouts.

**"Purchaser"** means the person or legal person making the Purchase on behalf of an individual or organisation, and being a party to this Contract.

**"Open Learning or Open Training"** means a course that is open to all (not for a specific customer).

**"Programme"** a planned series of events or activities with a long-term aim;

**"Regulated Qualification"** is a qualification that is on a register of regulated qualifications;

**"Session"** is part of a course;

**"Terms"** means these Terms and Conditions and the Website Terms of Use;

**"Tutor"** and **"Trainer"** means the individual delivering a course or programme;

### **Section B: General Terms**

1. By entering a contract with CIH, you the purchaser, where appropriate:
  - Agree to pay the relevant fees for the course within the required time frame as outlined in Section G
  - Agree to provide CIH with venue details at least 28 days in advance of the session
  - Agree to provide CIH with the names of individual learners or training delegates 5 working days before the start of the course
  - Agree minimum and maximum numbers with CIH.
  - Communicate session dates and venue or virtual platform to be used to individuals
  - Take responsibility for ensuring individual learners and training delegates are aware of their responsibilities as listed in the next section
  
2. By registering with the CIH you, the individual learner or training delegate, is entering into a contract by which you:
  - Confirm that you are willing to participate in the course
  - Agree to complete your course within the specified time frame
  - Agree to follow procedures, such as, requesting extensions, deferrals, or interruptions as appropriate
  - Agree not to plagiarise the work of others, where relevant
  - Agree to take full responsibility for your actions and opinions

- Agree you have read the course information and understood the level of commitment needed
  - Agree to behave in an appropriate manner when participating in the course
3. CIH reserves the right to refuse a registration request if an individual does not meet the entry requirements for the course or programme of study and is unable to provide copies of certificate when required.
  4. CIH may update or amend these Terms from time to time to comply with law or to meet its changing business requirements without notice to the Purchaser. Any updates or amendments will be posted on the CIH Website.
  5. These Terms and the Website Terms of Use (if you registered on the Website) constitute the entire agreement and understanding between the Parties and supersedes and replaces any other terms and conditions previously published by CIH and any other understanding, undertaking, representation, warranty, arrangement or statement of any nature whatsoever made by us to you, whether oral, written or otherwise, relating to the subject matter of these Terms.
  6. The Purchaser may not assign or sub-contract any rights or obligations under these Terms to any third party unless we agreed in writing.
  7. CIH may assign, transfer or sub-contract any of its rights or obligations under these Terms to any third party at its discretion.
  8. No relaxation or delay by CIH in exercising any right or remedy under these Terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by CIH in writing.
  9. If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms shall remain in full force and effect.
  10. Any notices required to be served by CIH under these Terms will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address, notified by the Purchaser at the CIH Housing Academy's discretion.



Any notices required to be served on CIH by the Purchaser will be deemed properly served if sent to the address below:

**CIH Housing Academy**  
**The Chartered Institute of Housing**  
**Suite 5 & 6**  
**First Floor**  
**Rowan House**  
**Westwood Way**  
**Coventry**  
**CV4 8HS**  
**Email: [housing.academy@cih.org](mailto:housing.academy@cih.org)**

11. A notice delivered personally is deemed to be given on the day on which it was left at the specified address. A notice sent by post is deemed to be given on the day it was posted as evidenced by the sender. A notice sent by email is deemed to be given on the day it was sent.
12. The agreement between the Purchaser and CIH which is compromised in these Terms is not intended to be for the benefit of any third party and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.
13. These Terms, and any other matters arising out of or in relation to these Terms, are governed by and construed in accordance with the laws of England and Wales. The Purchaser agrees to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with these Terms.

### **Section C: Studying courses online only**

1. CIH will provide access to online learning materials to individuals registered on appropriate courses.
2. All online learning materials/resources remain the property of CIH until payment has been received in full. Copyright exists on all materials supplied in any format. Copying, transferring, or storing material by whatever means may only be performed with the express written permission of CIH Housing Academy.

## **Section D: Blended Learning Courses and Face to Face or Virtual sessions for Learning**

### Attendance

1. The individual is responsible for informing their employers any non-attendance issues.
2. The Purchaser is responsible for ensuring that all individuals taking part have completed the relevant application form and returned these to CIH.
3. In the case of blended courses (in-house and open) CIH reserves the right to cancel courses where minimum requirements are not met. Please refer to our refund terms in Section H.
4. CIH will not be liable for reimbursing the purchaser if individuals are not able to attend an event due to circumstances out of CIH's reasonable control. The circumstances include, but are not limited to, weather conditions, fire, flood, transport strikes, closures or delays or any other Force Majeure or Act of God. Please see our refund terms in Section H.
5. In the case of Inhouse delivery the Purchaser is responsible for communicating with their employees about the dates and arrangements for the course/training sessions to ensure their attendance. The purchaser will also provide CIH with a list of individuals who they expect to attend
6. Individuals are limited to a maximum of 16 per session. This maximum number may only be exceeded by prior permission from CIH Housing Academy. We reserve the right to increase the cost in these circumstances.

### Venue

1. CIH reserve the right to cancel or discontinue the course if, in the Tutor/Trainer's opinion, assigned to deliver the session, the venue or conditions are unsuitable or lacking appropriate facilities, such as a U-shape layout with top table, internet access, data projector, screen and flipchart.
2. Organisations may provide lunch and refreshments for the participants for in-house blended learning sessions held on organisation's premises and are



responsible for ensuring that any dietary requirements are catered for. Lunch will not be provided at CIH venues.

3. The venue must be compliant with the requirements of the Disability Discrimination legislation, current health, and safety requirements, following any current government guidelines (e.g COVID) and covered by public liability insurance.

#### Tutor-Trainer

1. CIH is responsible for supplying a suitably qualified tutor or trainer who is experienced in delivering regulated housing qualifications and training courses.
2. In the event of illness or difficult personal circumstances, CIH may change the tutor or trainer at short notice for another suitable qualified tutor or trainer. If for any reason a replacement tutor or trainer could not be found at short notice, CIH reserves the right at its sole discretion to reschedule the session.

#### Course Materials

1. CIH is responsible for providing individuals with access to course materials including those developed or provided by its tutors and trainers at individual sessions.
2. With regards to blended learning (open learning/training) materials will be made available in advance of the start date where appropriate.
3. For Inhouse courses CIH is responsible for providing the course materials and will email these to the Purchaser in advance of the course start date. We request the Purchaser to distribute these to the individuals attending prior to the session starting.

#### Completion of Course

Individuals are required to complete the course they have been enrolled upon within a reasonable amount of time and within published timescales where these have been set. Failure to complete the course may incur additional charges.

### **Section E: Cancellation or non-attendance of a course**

1. Cancellation of a booking on any CIH course must be sent to CIH in writing or by e-mail to the CIH Housing Academy within the timeframes stated in Section H, by either the purchaser or individual. An individual is responsible for notifying the purchaser (where different) that they have cancelled the course. If you do not receive an acknowledgment of your cancellation within 2 days of your advice to us, it is your responsibility to contact CIH by phone.
2. In the event an individual is unable to attend a course on the day, the individual must contact CIH by telephone to receive further instruction.
3. CIH may on occasion cancel a course or individual session at short notice if circumstances beyond our control dictate. CIH and its tutors and trainers, shall not be liable for any expenses incurred, loss, damage, delay or failure of performance resulting directly or indirectly from any cause that is beyond our reasonable control (Force Majeure).
4. CIH will endeavor to provide alternative dates for the course or session where possible but will not be liable for any additional costs.

### **Section F: Copyright**

1. The copyright of all course and learning materials rests with CIH.
2. CIH in its sole discretion may decide to grant to any individual a non-transferable licence to use all relevant materials and web-based services.

### **Section G: Invoicing and Payment**

1. For Open Access Training, all fees are subject to VAT. Regulated qualifications are not subject to VAT.
2. Individuals or purchasers (making the booking on an individual's behalf) booking onto all courses are required to pay their full fees within 7 days of receipt of the invoice.
3. Where an organisation is paying the fee a valid purchase order number, contact name or reference must be supplied at the time of booking

4. Where individuals are paying the course fees for a regulated qualification themselves, offered either online or blended learning, where stated fees may be paid in instalments and a 50% deposit is required at the time of registration. It is the individual's responsibility to pay the agreed instalments on time. Failure to do so will result in access to the learning materials being suspended. This could also incur an admin charge of £100 for any late or missed payment.
5. Contractor fees and tutor expenses are included in the fee unless specified. They will then be charged additionally at cost and invoiced periodically.

### **Section G: VAT**

All VAT chargeable purchases will be charged using the current UK VAT rate for all services carried out in the UK and for all products where VAT is applicable.

### **Section H: Cancellations and Refunds**

1. You have the right to withdraw from your course at any time.
2. Requests for cancellations for all courses must be made, either in writing or by e-mail to the CIH Housing Academy.
  - **Regulated qualifications** - From the date of acknowledgement by CIH Housing Academy, the cancellation charges for regulated qualifications are:
    - 
    - Any time prior to the course start date\*: up to £100 admin fee will be charged
    - Up to 2 weeks after the course start date\*: 50% of the course cost will be charged
    - Any time after these 2 weeks: 100% of the full course cost
    - Change of name or transfer access to another individual any time prior to the course start date\*: £100 admin fee will be charged
    - It is **not** possible to transfer access for an online course to another individual once the course has started.

*\*The start date is the day the online Induction area opens.*

3. **Training** - From the date of acknowledgement and confirmation of booking by CIH Housing Academy, the cancellation charges for training courses are: -
  - Any time prior to 2 weeks of the course start date: 50% of the course cost will be charged or up to £100 admin fee will be charged"
  - Within 2 weeks of the start date: 100% of the full course cost

#### 4. **Apprenticeship programmes -**

Leadership and Management Training – An admin fee will be charged for non-attendance of one of these training days and rearrangement of an alternative date this charge will be made to the apprentice’s organisation:

- More than 2 weeks prior to training date: £75
- Less than 2 weeks prior to the training date: £150

Functional Skills – CIH will charge the individuals organisation £150 for the registration of any apprentice on Functional Skills if they subsequently drop out of this programme

5. CIH reserves the right to cancel a course at any time without incurring any additional liability to the Individual. Such circumstances are not limited to weather conditions, fire, flood, transport strikes, closures or delays or any other force majeure or act of God. In such circumstances, we will offer alternative dates where possible.
6. Refunds will be made to the purchaser’s account from where the original payment was made.

#### **Section I: Limitation of Liability**

1. CIH accepts no responsibility for any accident, injury or loss suffered whilst attending our courses where they are held on other premises outside CIH.
2. Under no circumstances shall CIH be liable for any indirect, incidental, special, consequential or exemplary damages arising from these terms and conditions, including loss of profits or lost revenues, business interruption or loss of business information or otherwise, even if it has been advised of the possibility of such damages.
3. The limitations of this section do not apply to the extent damages or losses are caused by CIH’s intentional or grossly negligent conduct or where blended learning courses are held at CIH offices.

4. In all cases in which CIH is liable to pay damages, CIH's aggregate, cumulative liability under or in connection with these terms and conditions shall not exceed the total amount of the individual fee / enrolment fee paid except in the event of personal injury or death at an event organised by CIH Housing Academy.
5. Individuals are responsible for taking care of their own property. Personal belongings left unattended in venues are at the tutors/trainers/individuals own risk and attendees are always expected to be responsible for their own belongings.
6. No other statements in the course materials, on the website or e-mail correspondence may be taken to imply any contractual obligation by CIH Housing Academy.
7. Information, whether on the web or in any other form, is provided for the use of individuals and others at their own discretion. No liability will be accepted for the accuracy of any information or the consequences of its use by individuals or others. CIH accepts no responsibility for any loss incurred whilst using material or information obtained at a course.
8. Depending on the course purchased CIH agrees to provide individuals with some or all the following:
  - Relevant course materials
  - An experienced tutor/trainer
  - Access to the CIH online learning platform.
  - A learning, teaching, and assessment approach appropriate to the course.
  - A non-transferable licence to use all relevant materials and web-based services.
9. CIH reserves the right to terminate any enrolment if it suspects that any part of these terms and conditions have been broken.

### **Section J: Warranties**

1. CIH makes no representation or warranty that the Course Materials will not infringe any third-party IP or are error free. Additionally, CIH gives no warranty and makes no representation as to the fitness for purpose of the Course Materials for any particular purpose.

2. CIH makes no representations, warranty or guarantee that an Individual will achieve any particular result from undertaking the Course.
3. CIH does not make any commitment that the Course Materials will be compatible with or operate with the Individuals software or hardware.
4. All representations, warranties and / or terms and / or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby expressly excluded to the maximum extent permissible at law.

### **Section K: 11. Intellectual Property**

1. At all times, CIH and / or its licensors, remain the owners of the intellectual property in the Course Materials content.
2. In consideration of receipt by CIH of the Course Fee, CIH grants to each Individual a nonexclusive, non-transferable licence to use the Course Material content for the sole purpose of studying for the Course.
3. Save as expressly set out in these Terms, you may not modify, copy, reproduce, republish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way any of the Course Materials.
4. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Blended Learning and Online courses, create derivative works based on the whole of or any of their parts, or incorporate these into any software program.
5. Use of the Course Materials are not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either CIH Housing Academy's copyright and / or CIH Housing Academy's other intellectual property rights, and / or the copyright and / or other intellectual property rights of CIH Housing Academy's licensors.

## **Section L: CIH Policies and Procedures**

Individuals are obligated to abide by CIH's policies and procedures which are not limited to but include:

1. Equality and Diversity
2. Safeguarding
3. Bullying and Harassment
4. Code of Conduct
5. Malpractice
6. Ethics Code of Practice

## **Section M: Data Protection**

1. CIH processes personal data in compliance with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and the Data Protection Act.
2. In making this booking your contact details will be stored on our database. CIH will use your data for the purposes of processing your booking, administration and analysis according to its [Privacy Policy found here](#).
3. Where your booking relates to qualifications, your data will be passed on to the regulator, awarding body and relevant tutors.

## **END USER LICENCE AGREEMENT (EULA)**

### **WEB-BASED COMMUNICATION & CODE OF CONDUCT**

You are solely responsible for your own communications and are responsible for the consequences of them. You are also solely responsible for maintaining the confidentiality of your username, password and e-mail address and all activities that are conducted through your account.

You must not share your username with anyone else. IP addresses are monitored, and any accounts suspected of being shared will be barred.

In consideration of being allowed to use the materials provided by CIH Housing Academy, you agree that you will abide by these terms and conditions and in general will not:

- Harass any other course member or member of staff.
- Use the forum for any purpose in violation of local or national laws of any country.
- Post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others.
- Post material that is abusive, defamatory, embarrassing, harassing, hateful, inflammatory, obscene, or threatening to any other member or member of staff.
- Post sexually explicit language or images.
- Post advertisements or solicitations of business.
- Post chain letters or pyramid schemes.
- Impersonate another individual or member of staff.
- Express or imply that the CIH website or its owners endorses any statements you make, without our specific written consent.
- Collect or store personal information about other individuals without their personal consent.
- Conduct any other activity that we consider is detrimental to the running of the CIH cause.
- Plagiarise the work of others or in any way try to pass yourself off as competent by means of deception.

Any conduct that in our opinion restricts or inhibits the use of the website by any other subscriber will not be tolerated. We reserve the right to pursue all legal and equitable remedies against you, including the posting of your address and the reporting of your activity to your Internet Service Provider (ISP), and other authorities.

Any material in any correspondence that we determine to be contrary to our terms and unsuitable for our forum will be edited or deleted.  
Our decision on these matters is final.

## **COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS**

The course materials and contents of the website are copyright. This includes all content unless otherwise noted. The contents may not be copied and republished in any format, whole or in part. This includes (for example, but not limited to) copying text, copying pictures or video, copying images for use in brochures, websites or any other medium, copying review content (narrative, video or pictures), copying backgrounds and borders, or any other content.

All material is the intellectual property of CIH (or the suppliers of the information where this is explicitly stated). Material is made available purely for the benefit of CIH participants for their own personal use. It is not available for commercial use with other organisations.

During your use of the website, we gather 'industry standard' data from you, which includes: your logged ID, your IP, your browser details etc. Our server maintains a log of your access. General data collected may be used or shared in an 'aggregate' manner, for example, to demonstrate how many hits we have, what countries people are accessing the site from, what browsers people are using, what parts of the site are visited and so on. We never share any information specific to a particular identifiable user unless requested by law or a similar authority, or an ISP or network administrator investigating abuse of our site.

If individuals personally make their contact details available to other individuals, this is to enable networking and sharing of information between them. Under no circumstances are they to be used by individuals or their associates or made available by individuals/associates to third parties, for mailing lists or other commercial purposes.

Information on the web is made available to individuals and cannot therefore be regarded as confidential. Individuals undertake that all information they provide for the web is free from copyright, confidentiality or other restrictions that would prevent its publication on our website.

By engaging with CIH, you grant a perpetual licence to display, reproduce or use your website postings on the CIH site. You also grant to CIH a perpetual licence to use your postings either in the original form or modified and on any other media for the purpose of promotion of CIH Housing Academy.

You may terminate your registration at any time by notifying CIH Housing Academy. On termination, CIH will deactivate your password.

## **COMPLAINTS**

If you have a complaint about any products or services provided by CIH please contact us via the website or email [housing.academy@cih.org](mailto:housing.academy@cih.org). One of our managers will contact you within 10 working days (excepting periods of closure, normally Christmas and other bank holidays).

The manager will investigate your complaint and aim to provide a satisfactory way forward within a further 10 working days, subject to the limits outlined in these terms and conditions.

Further information can be found on the CIH Complaint Policy which is available on request.

## **RIGHTS AND RESPONSIBILITIES OF CIH HOUSING ACADEMY**

CIH accepts no responsibility for the content of our site, which is provided 'as is', and with no warranty express or implied. Reviews and all our other content are offered as our opinion only.

We understand that in your engagement with CIH you always expect the website to be on-line and available. However, we can make no guarantees as to the 'up time' of the site as this is beyond our control. For example, routing, server, Internet, hardware, and software problems completely beyond our control may occur. We host with a commercial company that guarantees (to us) 99.9%+ up time to minimise down time but accept no responsibility if the site goes off-line and it is not our fault.