

These Student Terms of Use (Assessment) shall apply to all Students registered with Us for the purpose of a trial to assess the Programme. To be registered to participate in any trial each applicant listed on the Sponsor's Online Registration Form must read and indicate their agreement to these Terms of Use. In these Terms of Use headings are for convenience only and shall not affect the interpretation of any provisions. Singular words shall include the plural and vice versa.

1. Definitions

1.1 'Terms of Use' means these Student Terms of Use (Assessment)

1.2 'Terms' means Our Offer Terms and Conditions

1.3 Unless otherwise stated the definitions used in these Terms of Use shall have the same meanings as those assigned in Our Offer Terms and Conditions

2. Access to Programme and Learning Material

2.1 A Student's access to the Programme is conditional upon the Sponsor confirming on the Online Registration Form or other documentation acceptable to Us that the Student has read and indicated agreement to these Terms of Use.

2.2 Access to the Programme is time and content limited, non-exclusive, and non-transferable (that is, only the Student in respect of whom the registration has been made may take advantage of this concession of access).

2.3 This concession of access is for the sole purpose of a Student assessing the Programme during the Access Period (including all legitimate activities and Assignments arising therefrom) in advance of any decision to register as a Student on the full Programme in accordance with Our Standard Terms and Conditions

2.4 Access to the Programme shall not entitle any Sponsor or Student to any rights to copyright or other intellectual property rights in any aspect of the Learning Material other than a concession for a Student to use the materials for the purpose of assessing aspects of the Programme in accordance with paragraphs 2.7 and 2.8.

2.5 Students should be able to log on to the Website from any Internet capable Computer but should be aware that not all Computers have the same software and/or processing capacity. Students and/or Sponsors are responsible for providing Computer equipment that will support user name/password access to the Learning Materials. Learning Materials are available from the Website and via no other medium.

2.6 At some specific third party websites that are clearly identified in the Learning Materials, specialist diagnostic material is available that a Student's Sponsor may already hold licences to use. The operators of these websites make a small charge payable directly to them for the use of their material where no licence has been issued. These costs are not included in the Programme fees because the diagnostic material is not essential to the Qualification. It is the responsibility of the Student and/or Sponsor to decide whether to incur any expenditure in connection with accessing any services on these websites. The Learning Materials also provide links to other third-party websites both to provide and supplement information throughout the Programme.

2.7 Students can display and view the Learning Material on a Computer. Additionally, Students may print a short extract of Learning Material so long as the number of pages involved can reasonably be considered to be exclusively for the purposes of their own private study in the context of their assessment of the Programme. Students are not authorised to print or make copies of entire Sections.

2.8 Except as expressly set out in Our Terms or otherwise agreed with Us beforehand in writing, any Student or Sponsor who copies, or in any way reproduces or publishes any of the Learning Material, is infringing copyright and/or other intellectual property rights. The Student and/or the Sponsor shall be liable for any action taken by any holder of the copyright and/or other intellectual property rights. The Sponsor shall indemnify and keep Us indemnified for and against all costs, claims, damages and expenses (including for the avoidance of doubt professional fees) suffered or incurred by Us as a result of such infringement.

3. Student Obligations

3.1 In relation to the Programme, Students shall:

3.1.1 not divulge the log on information required to access the Programme (user name and/or password)

3.1.2 notify Us without delay should they become aware of any unauthorised use of their user name or password and/or if they suspect that their user name or password is no longer confidential

3.1.3 not infringe any copyright or intellectual property rights either by exceeding the concessions provided for in Our Terms or otherwise

3.1.4 be responsible for making back-up copies of all their own data relevant to the Programme and for taking appropriate precautions against viruses, hacking, and all other types of Computer misuse

3.1.5 be responsible for arranging for any technical support they may require except that We will advise on the general operation of the Website during the Access Period. No advice given by Us on the operation of the Website may be construed as expert advice and no liability shall pass to Us for any advice given

3.1.6 comply with all health, safety, and welfare legislation, regulation, codes of practice, and/or advice applicable to any and all activities arising directly or indirectly from the Programme, including their use of Computers and/or any other resources

3.1.7 follow Our procedures for the submission of Assignments for assessment

3.1.8 not make any comments or other type of contribution to the online forum that is out of keeping with its primary objectives of providing mutual support and learning for Students. There are additional terms and conditions covering Student use of the forum that do not form part of Our Terms

3.1.9 conduct themselves in an appropriate manner when communicating with or receiving support from Us in that they will not use offensive language, threats, or other behaviours that can reasonably be interpreted as harassment.

3.2 We shall not be liable for any failure by the Student to comply with paragraphs 3.1.1 to 3.1.9 of this clause 3 and the Sponsor shall indemnify Us and keep Us indemnified for all costs, claims, damages and expenses (including but not limited to professional fees) arising out of or in connection with any such failure.

4. Student Copyright

4.1 To the extent that such rights are held by the Student, the Student agrees to grant a worldwide, irrevocable, royalty free licence to Us in any copyright and any other intellectual property rights in material submitted to Us in connection with any aspect of the Programme including (but not limited to) Assignments, activities, comments, forum posts, blog entries, and feedback, and to grant Us a non-exclusive, royalty-free, perpetual, and irrevocable right to reproduce, edit, adapt, publish, display, and distribute such material for any reasonable purpose, such as (but not limited to) supporting other Students, complying with verification procedures, implementing service improvement, and undertaking Programme promotion.