

## Terms of Product Use: IOSH certificate courses

Your right to use this Product is subject to the terms set out in this Agreement, which should be read in conjunction with Our standard [Terms of Business](#). Using the Product indicates your acceptance of these terms.

**PLEASE READ THIS CAREFULLY BEFORE YOU PROCEED FURTHER. PROCEEDING BEYOND THIS POINT INDICATES YOUR ACCEPTANCE OF THESE TERMS.**

### 1. Parties

Certifying Body: Institution of Occupational Safety and Health (“IOSH”)  
 Course Provider: International Workplace Ltd and its representatives (“We”, “Us” etc.).  
 Learner/s: The person/s studying a Course (“You” etc.)  
 Purchaser: The person or organisation purchasing one or more Licences who is responsible for allocating a Licence to a Learner.

### 2. Definitions

Course: A structured programme of training on a particular subject.  
 Delivery format: Study mode, which will normally be instructor-led physical classroom, instructor-led virtual classroom, self-study online, or any blend between them.  
 Event: Any element or instance of a Course which takes place at a specific date and time and for which participant numbers may be limited as a result.  
 Licence: A permit issued by the Course Provider on an exclusive basis to control access granted to the Product by the Purchaser to each individual Learner. Once purchased, a Licence will be deemed to have been **assigned** when provision has been made by the Purchaser for it to be granted to a Learner. The Learner will be deemed to have **used** a Licence once they have started a Course i.e. immediately that any element of a Course has been accessed or a Learner has participated in an Course Event, whichever is sooner (“**Start Date**”).

### 3. Product

These terms apply to following Courses in all delivery formats:

- IOSH Managing Safely Certificate
- IOSH Managing Safely Refresher Certificate
- IOSH Safety for Executives and Directors Certificate
- IOSH Working Safely Certificate

### 4. Ownership

The Course Provider owns the copyright in the Product. Under copyright law You are not permitted to use such copyright without the consent of the Course Provider. In consideration of Your agreement to these terms and payment of the purchase price, the Course Provider gives consent for You to use the Product on these terms. The right of the Course Provider to be identified as the author of this work has been asserted in accordance with the Copyright, Designs and Patents Act 1988.

4.1 This Product is assigned to a single Learner by way of a Licence, and must not be transferred to another individual, whether the Product has been used by the original user or not.

4.2 You are not permitted, nor may you permit others to:

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- Permit unauthorised access to, copying or use of the Product.
- Use, copy or transfer the Product or any part of it except as permitted by this Agreement.
- Distribute, rent, loan, lease, sub-licence or otherwise deal with the Product.
- Alter, adapt, merge, modify or translate the Product or any part of it in any way for any purpose, including without limitation for error correction except where customisation is required for Your own use.
- Remove, change or obscure any Product identification or notices of proprietary rights and restrictions on or in the Product.

## 5. Licenses

A licence is granted for each learner to access the Product. Licences may be purchased in advance and allocated to Learners later. Licences relate specifically to the Course, Delivery format and/or Event for which they have been purchased and are not interchangeable. **Unless agreed otherwise in writing, each licence is valid for 12 months from the date of purchase; after this a Licence expires and a Learner will not be able to use it to start a Course.** No compensation will be given to the Purchaser for its failure to assign Licences to Learners or ensure Learners use a Licence before such Licences have expired.

## 6. Course completion and study extensions

Once a Course has been started, **a Learner has a period of 90 days from the Start Date (“Standard Study Period”) to complete the Course (“Completion”)**, including submission to Us of any online or offline course work, project work, and assessment (“**Learner Coursework**”) required by the Certifying Body.

In order to gain a certificate from the Certifying Body, in addition to Course Completion Learners must attain the required pass mark (“**Pass**”) for a Course. **It may take Us up to 14 days following receipt of Learner Coursework to assess it and notify the Learner of their results (“Notification”).**

Extensions to the Standard Study Period may be granted by Us in extreme circumstances at our sole discretion (“**Discretionary Extension Period**”), for which supporting documentation from an independent professional may be required e.g. in the event of illness. Discretionary Extension Periods will not be granted to accommodate fluctuating demands on the Learner’s time, for example through a change in personal or work commitments. Discretionary Extension Periods will not be granted for more than 30 days in addition to the Standard Study Period. Application for a Discretionary Extension Period must be submitted using the [online request form](#). A standard charge will normally apply (as advertised on the request form) when a Discretionary Extension Period has been granted.

Learners who have failed to Pass a Course are permitted to resubmit Learner Coursework (“**Retake**”) using the same Licence as many times as they wish in order to Pass, provided it is within the Standard Study Period (plus any Discretionary Extension Period if agreed by Us).

Where the Learner has failed to Pass a Course and receives Notification from Us after the end of the Standard Study Period (plus a Discretionary Extension Period if agreed by Us), then they shall be automatically granted an extension period of 14 days (“**Retake Extension Period**”) from the Notification date to allow them to Retake (“**Final Retake**”) in order to attempt to Pass the Course. Learners are only permitted one Final Retake and will receive Notification from Us within 14 days of the Retake date.

Other than through the granting by Us of a Discretionary Extension Period or the automatic application of a Retake Extension Period no other extensions will be allowed to the Standard Study Period. Learners who require more time to study a Course will need to purchase a new Licence for this purpose.

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## 7. Malpractice

Learners' use of the Product is subject to the following guidelines concerning malpractice.

**Plagiarism** Plagiarism is a specific form of cheating which applies to all assessments and/or examinations. There are many interpretations, but they all have in common the idea of taking someone else's intellectual effort and presenting it as one's own. Plagiarism is the unacknowledged incorporation into a Learner's work or materials derived from published or unpublished work by another person and presented as if it were the Learner's own work. A strict interpretation could include the original ideas, as well as the actual words, produced by another.

Published work includes books, articles and materials found on the internet. Examples of unpublished work could be course notes, a piece of work previously submitted by another learner, or work about to be submitted by another learner, or perhaps copied from a work colleague or family member.

*Examples of plagiarism include:*

- Extract or copying and pasting word for word from another person's work, published or unpublished, without using quotation marks and acknowledgement of the source.
- Use of diagrams, images, course notes without acknowledgement of the source.
- Paraphrasing/summarising extensively the work of another or using their ideas without an acknowledgement of the source.
- Copying or using the work of another learner (past or present) without that person's knowledge or agreement.
- Purchasing ready-written content (such as essays or answers) to submit it as your own work.
- Downloading content including text, images, diagrams etc. from the internet without acknowledgement of the source.

Learners are required to present their own work to demonstrate knowledge and understanding, therefore references to other sources should be limited.

**Collusion and cheating** Collusion will be deemed to have taken place if two or more Learners use materials/content which they have not created themselves. We appreciate in some circumstances Learners may work together on projects, however We expect Learners to complete course work, project work and assessments individually and reflect, where relevant, on their own learning from completion of a joint project. Any materials shared within a project must be acknowledged to avoid plagiarism and where possible content should be created independently to avoid this occurring.

Cheating is an attempt to deceive the Course Provider, its assessors, examiners and/or external verifiers and includes:

- Providing or receiving information about the content of an assessment before it takes place, except when allowed by Us (e.g. case study materials issued before an examination).
- Impersonating or trying to impersonate a Learner or attempting to procure a third party to impersonate oneself.
- Learners using books, notes, instruments, computer files or other materials or aids that are not permitted (usually relevant only to examinations and online tests).
- Assistance or the communication of information by one Learner to another in an assessment where this is not permitted (usually relevant only to examinations and online tests).

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- Copying or reading from the work of another Learner or from another Learner's books, notes, instruments, computer files or other materials or aids.
- Offering a bribe of any kind to an invigilator, examiner or other person connected with assessment.
- Any attempt to tamper with assignment or examination scripts after they have been submitted by Learners.
- Fabricating or falsifying data or results by individual Learners or groups of Learners.

Where an issue of potential malpractice is highlighted to us through an assessor, tutor, internal or external auditor, or different route, the matter will be fully investigated in line with IOSH requirements and policy. In such cases We will inform the Learner and place all further work submissions on hold until the situation is resolved.

If the investigation confirms that malpractice has taken place, dependant on the gravity and scope, We will take one or more of the following actions:

- Disallowing all or part of a Learner/s assessment, examination, evidence or marks.
- The Learner/s certificates will not be issued, or previously issued certificates for the Learner will be declared invalid and will be withdrawn.
- No further registrations will be accepted for the learner/s
- Discussion with the Purchaser, which may result in further action being taken.

In addition to the above IOSH may decide to take specific action against a Learner and/or a Purchaser dependent on the gravity and scope of the investigation outcome. This could include:

- Barring a Learner from enrolling, or a Purchaser from enrolling on Learners, on any IOSH certified Courses delivered by any training provider for a set period of time.

## 8. Online Product availability

Online Product availability is defined as the ability for the Learner to access the Product delivered by the Course Provider online. Unavailability due to failure or defect in infrastructure or IT equipment that falls under the remit of the Learner is not included or acknowledged as the Course Provider's responsibility and will not be treated as unavailability of the Product.

We undertake to provide access to the Product online for 99.5% of the time ("**Normal Uptime**") during Normal Business Hours (Mon-Fri, 09:00-17:00 UK time, allowing a maximum of 7 hours downtime per calendar month). This level of availability does not include agreed maintenance windows or planned downtime. Planned downtime will be notified to the Learner giving as much notice as possible depending on the severity of the issue requiring planned downtime. We will endeavour to give the Client at least 10 days' written notice for planned downtime with the exception of an urgent bug / defect which has a severe impact on either provision of the Product online and/or security risks. Where we have not given at least 10 Business Days' notice the downtime will be recorded as service unavailability.

These provisions do not apply in circumstances that are reasonably beyond Our control including, without limitation, strikes, lock-outs or other industrial disputes (whether involving Our workforce or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, communicable diseases, epidemics, pandemics, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

Where the Learner has suffered unavailability of the online Product that impacts on Normal Uptime, and it is proved that Our service provision is the root cause, then the Learner may apply for an extension equivalent to the

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time lost through online Product unavailability which will be treated in the same way that applies to the Discretionary Extension Period.

## 9. Issue of IOSH certificates

Learners who have completed all elements of their course and have achieved a Pass will be sent an official IOSH certificate. This may take the form of a hard copy certificate sent to Us by the Awarding Body, for us to forward either to the Learner or the Purchaser (or their representative) depending on the instructions We have been given. The cost of replacing IOSH certificates e.g. if lost or as a result of mis-spellings will be borne by the Learner unless We are responsible for it. The Awarding Body may alternatively make its official certificate available direct to the Learners in digital format, which will require Us to share the Learner's email address with the Awarding Body, subject to the provisions of Our [Privacy Policy](#) (pdf).

## 10. Warning

Although great care has been taken in the compilation and preparation of the Product to ensure accuracy, the Course Provider cannot in any circumstances accept responsibility for errors, omissions, or advice given in it. You should be aware that only Acts of Parliament and statutory instruments have the force of law and that only the Courts can authoritatively interpret the law.

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