

# Portfolio programmes - terms and conditions

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Our terms and conditions are set out below. Applicants are required to confirm that they have understood and accepted these terms and conditions, as part of the contract made between Portfolio and the participant upon application.

## 1. Applications

1.1 Applications for admission can be accepted for consideration only if submitted on an official application form and this should be completed in full.

1.2 The Admissions Team will review individual applications and make an offer of a place based on meeting the ILM criteria for the relevant qualification, together with group dynamics and cohort requirements.

1.3 Completion of the Application Form does not commit the applicant financially or contractually; if the application is successful, formal offer of a place on a specific programme will be made and the data submitted on the Application Form is the basis on which the offer is made.

## 2. Confirmation of Acceptance

2.1 Once the offer of a place on a specified programme has been made and accepted, an invoice will be issued to the candidate together with relevant joining information. Full payment is required at least 30 days before the first scheduled session/ workshop and it is the responsibility of the candidate to ensure that payment has been received prior to attendance.

2.2 No participant may attend a session/ workshop without payment of fees. Late payment of fees may attract an administrative surcharge.

## 3. Programme Fees

3.1 Programme fees are as per our current brochure and may be subject to change.

3.2 Fees must be paid in full by the due date. (see 2.1) If fees are not received prior to the start of the first workshop, then participants may not attend that session/ workshop.

3.3 Payment is accepted by BACS transfer, cheque or credit card payments made by telephone.



## 4. Cancellation and Transfer Charges

4.1 If a participant withdraws for any reason the following cancellation charges will be applied:

More than 45 days before commencement	10% of fees in all cases
44-21 days before commencement	25% of fees in all cases
20-11 days before commencement	50% of fees in all cases
Less than 10 days before commencement	100% of fees in all cases

4.2 Cancellation notification must be received by written notice through normal mail service and all cancellations are subject to acknowledgment of receipt.

4.3 Transfer of booking to another person within your organisation may be possible by arrangement; we will always try and accommodate as far as possible.

## 5. Intellectual Property Rights

5.1 All intellectual property rights (including, without limitation, copyright, moral rights, design rights, trademarks and patents) and all other rights in the Course content and Course materials belong to us. All Portfolio materials are fully protected under copyright Portfolio©. All rights reserved. This means that no part of the programme materials may be reproduced, stored in a database or retrieval system or distributed in any form or by any means, without the prior written permission of the Managing Consultant, Jane Harders. We take breaches of copyright extremely seriously and will pursue appropriate legal action where necessary to protect our vested rights.

The only exceptions to these copyright conditions are:

- items, references, models etc which form the original work of another author, and where the source document or publication is attributed;
- materials generated as part of the course/ programme discussions and which are produced and distributed by Portfolio on behalf of the cohort.

If you/ your organisation wish to utilise any part of these protected course materials, please contact Portfolio to discuss relevant IPR arrangements or licensing.

5.2 Audio and visual recordings of our Courses are strictly prohibited without our prior written consent.

## 6. Confidentiality and Data Protection

6.1 We (Portfolio) comply with the provisions of the Data Protection Act 1998 and GDPR in relation to how we handle any personal data which we obtain from you; an appointed Data Controller is registered with the Information Commissioner's Office for the purpose of ensuring compliance with the Act.

Any personal information gathered will only be used in the context of your learning to enable accurate registration with the awarding body and for routine monitoring purposes. We may process the information we obtain from you to enable us to fulfil our contractual obligations to you and we may request information from third parties or disclose your details to other selected third parties such as ILM or their regulators or industry bodies.

6.2 In disclosing your personal details to us, you agree that we may process and in particular may disclose your personal data:

- As required by law to any third parties;
- To selected third parties who may process data on our behalf;
- To third parties such as ILM who may use your personal data to:
  - fulfil contractual obligations to you e.g. by providing you with an examination certificate;
  - contact you about membership or other courses;
  - carry out statistical analysis either themselves or for monitoring purposes;
  - disclose your details to third parties for the purposes of providing prizes or awards;
  - contact you about your ILM studying membership.

6.3 We may send you information from time to time regarding new courses and opportunities. If you do not wish to receive such information please contact us on 0800 978 8750.