

Institute of Acoustics

Classroom and Online Course Terms and Conditions

These Terms and Conditions in addition to the Website Terms of Use (if you purchase a Course via the Website) apply to the sale of any Course. Please read these Terms and Conditions carefully before purchasing a Course and print off a copy for your records. The Institute of Acoustics (IoA) will not file or otherwise keep a copy of the agreement concluded between you and IoA and a copy of the concluded agreement will not be available from IoA at a future time and date. By ordering a Course, you are confirming your agreement to be bound by these Terms and Conditions.

If there is any conflict between these Terms and Conditions, the Website Terms and Conditions and any other IoA applicable Additional Terms and Conditions, the conflict shall be resolved according to the following order of priority; (1) the Additional Terms and Conditions; (2) the Terms and Conditions; and (3) the Website Terms and Conditions.

Where Study Materials accompany the Course these will be supplied by IoA and Clauses 3.9, 3.10, 5.10, 4.3, 4.4 and the whole of Clause 6 will apply.

www.ioa.org.uk is operated by Institute of Acoustics Ltd whose registered office is, Silbury Court, 406 Silbury Blvd, Milton Keynes, MK9 2AF, registered in England and Wales under company number 01157249, VAT registration number GB 240885651, IoA Education Support telephone number +44 (0) 300 999 9675.

1. Definitions

- "Additional Charges" means any amounts payable which are not Fees and may include, but are not limited to, payment for the delivery of Study Materials, any re-sit fees which IoA may charge from time to time if applicable, any administration charge for switching location of a Course, amounts payable to the professional body for student/delegate registration, exemptions, examination entries and re-sit fees and any import duties, taxes and customs clearances which may be payable;
- "Asynchronous Online Course" means an online course which does not have a predetermined start date and is available for study by you immediately following delivery by IoA;
- "IoA" means the Institute of Acoustics Ltd whose registered office is Silbury Court, 406 Silbury Blvd, Milton Keynes, MK9 2AF. "Brochure" means any online or hard copy document that is produced by IoA to provide detailed information with respect to the Courses these Terms cover;
- "Classroom Course" means a classroom based course and the Study Materials to be provided by IoA if applicable including but not limited to the Professional Development Courses;
- "Course" means either a Classroom Course and/or an Online Course whichever is purchased by you;
- "Fee" means the fee payable for the Course and/or Study Materials and shall include any VAT payable but excludes Additional Charges;

- "Online Course" means either an Asynchronous Online Course or a Synchronous Online Course and if applicable the Study Materials to be provided by IoA;
- "Online Study Materials" means, but is not limited to, Online Tests, Online Tutorials and Online Downloads;
- "Outbound Delivery Charges" means the postal charge incurred by you for the delivery of any Study Materials to you;
- "Professional Development Course" means those Courses which are described as being professional development courses in a Brochure or on the Website;
- "Study Materials" means, but is not limited to, Distance Learning Materials, CD Rom, Revision/Assessment/Tool Kit, Question Banks, Review Exercises, Mock Exams (papers and suggested solutions), Course Companions, Revision Companions, Combined Companions, Online Study Materials and Study Texts;
- "Synchronous Online Course" means an online course which is only available for access by you on a predetermined start date;
- "Terms" means these Terms and Conditions, the Additional Terms and Conditions and the Website Terms of Use if you purchase a Course via the Website;
- "Website" means www.ioa.org.uk ; and "you" means the individual purchasing the Course.

2. Ordering Procedure

2.1. Ordering via the Website

2.1.1. In order to purchase a Course via the Website you must register for an online IoA account via the Website. If you already have an online IoA account, you can log onto your account using the user name and password that you were provided with when you registered.

2.1.2. When purchasing a Course via the Website, you can change your order at any time up to the point at which you click the "Pay Now" button by using the "Edit" option to amend the details submitted and/or by using the "Remove" option to remove an item from your basket.

2.2. Ordering via postal application, fax, email or telephone

2.2.1. You do not need to be registered for an online IoA account in order to purchase a Course via postal application, email, fax or by telephone.

2.3 When you place an order for a Course (either via the Website, by postal application, email or by telephoning the IoA Office) you are offering to purchase that Course on these Terms. IoA reserves the right to decline or cancel your order, or any part of your order.

2.4 Following receipt by IoA of your order for a Course via the Website, postal application, email, fax or by telephone you will receive an email confirming that your order has been received by IoA. Your order will be subject to acceptance by IoA of your offer to purchase in accordance with Clause 2.5 below.

2.5 A legally binding agreement shall not come into existence until IoA has accepted your offer to purchase a Course by:

(i) sending you a separate order acceptance confirmation email or written order acceptance confirmation by post, which will be effective upon sending or posting to you at the email or postal address you have provided, and

(ii) receiving payment for the Course in cleared funds from yourself or if applicable your employer in accordance with Clause 3.7 below.

For payments by cheque, cleared funds means 5 days after receipt of the cheque by IoA.

2.6 Where your order consists of multiple Courses, each individual Course will be treated by IoA as a separate offer to purchase. Acceptance of your offer to purchase one or more of the Courses will not be an acceptance by IoA of your offer to purchase any other Courses which make up your order.

2.7 IoA reserves the right to withdraw at any time Courses advertised for sale on the Website and/or the Brochure.

3. Payment Terms

3.1 The Fee for any Course at any given time will be displayed on the Website and the Brochure and/or will be notified to you by an IoA representative. Fees are quoted in pounds sterling, inclusive of VAT (where applicable) but exclusive of any Additional Charges.

3.2 If you purchase a Course on the Website:

3.2.1 the Fee including VAT (where applicable) and any delivery charges payable in relation to delivery of Study Materials, if applicable, will be shown prior to completion of the online transaction; and

3.2.2 IoA will debit the Fee from your credit card or debit card on or after the day you make an order for a Course. Credit or debit card details are collected over a secure link and an authorised amount verification is taken immediately. At the time of collection of these details you may be asked if you would like to register these card details with us to facilitate future orders. If you have agreed to your card details being stored, they will be stored securely by IoA and/or our third party payment service providers and, unless you tell us otherwise, we will use these card details for payments in connection with this and any future order you may place with IoA. Your order will be confirmed only upon receipt of the Fee in cleared funds by IoA and will be subject to acceptance of your offer to purchase by IoA in accordance with Clause 2.5.

3.3 If you are ordering the Course by telephone, email, fax or post:

3.3.1 the Fee is either set out in the Brochure and/or on the Website and/or will be notified to you by a IoA representative. Delivery charges payable in relation to delivery of Study Materials, if applicable, are order specific and may vary, the correct delivery charges for your particular order can be confirmed by contacting a IoA representative;

3.3.2 if you are paying for the Fee on your own account, payment is due from you immediately by either credit or debit card or cheque. Your order will be subject to acceptance by IoA of your offer to purchase in accordance with Clause 2.5; and

3.3.3 if you choose to pay by selecting the “invoice your company” option and your employer has an account with IoA Credit Control, IoA will review your order and invoice your employer directly in accordance with Clause 3.7. Your order will be subject to (i) receipt by IoA of your signed order form in accordance with Clause 3.7.1 and (ii) acceptance by IoA of your offer to purchase in accordance with Clause 2.5.

3.4 In the unlikely event that due to a technical error, the amount of the Fee displayed on the Website or in the Brochure is incorrect, or the Fee has been changed on the Website but the Brochure is out of date, IoA will notify you as soon as it reasonably can. If the correct amount of the Fee is higher than the amount displayed on the Website and/or in the Brochure, IoA will contact you to notify you of the correct Fee, so you can decide whether or not you wish to continue with your order of the Course at the increased Fee.

3.5 Pursuant to Clause 3.4 if you decide you want to cancel your order IoA will give you a full refund in respect of any amount you have already paid in accordance with Clause 4. If the correct Fee is lower, IoA will refund you the difference only between the amount which you have paid and the correct Fee payable.

3.6 The provision of the Course is contingent upon IoA having received cleared funds from you or your employer (if you select to invoice your employer) in respect of the Fee for the relevant Course. Without prejudice to IoA’s rights and remedies under these Terms, if any sum payable is not paid in cleared funds on or before the due date (being the date the Course is booked if you are responsible for paying the Fee or within 30 days from the date of the invoice if your employer is responsible for paying the Fee, save that payment will be due immediately if booking is made less than 30 days before the Course start date), IoA reserves the right, forthwith and at IoA’s sole discretion, to suspend the provision to you and refuse you entry to the relevant Course.

3.7 Where you choose to invoice your employer for the payment of the Fee, the following additional terms shall apply:

3.7.1 Upon receiving your order form signed by the training manager or other individual designated by your employer, IoA will send an invoice to your employer within 3-5 working days;

3.7.2 Full payment in cleared funds of the Fee is due from your employer within 30 days from the date of the invoice;

3.7.3 Payment is due immediately if booking is made less than 30 days before the Course start date;

3.7.4 You and your employer are joint and severally liable for all unpaid invoices; and

3.7.5 You authorise IoA to release to your employer details of your attendance, marks, exam results, general progress reports and any other information reasonably requested by your employer and which IoA in its sole discretion considers appropriate for it to provide.

3.8 The Fee excludes any Additional Charges which shall be payable by you on and when they are due. Where, in addition to Fees, IoA is required to collect applicable examination fees on behalf of a relevant professional body, these will be paid by IoA on your behalf to that professional body.

3.9 No Study Materials will be dispatched to you by IoA or be made available for collection, unless IoA has received full payment in cleared funds from you or your employer (including payment of delivery charges where applicable) in respect of the related Fee.

4. Cancellation Rights

4.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“Consumer Contracts Regulations”) you may cancel your purchase of the Course within a period of 14 calendar days (“Cancellation Period”) from the date on which the contract is concluded subject to Clauses 4.8 and 4.9.

4.2 You must inform IoA of your decision to cancel by using one of the following methods within the Cancellation Period:

4.2.1 Emailing ioa@ioa.org.uk ;

4.2.2 Calling the IoA Office on +44 (0) 300 999 9675

4.3 If you cancel your purchase you must return any hard copy Study Materials you may have received from IoA without undue delay and not later than 14 calendar days after you inform IoA of the cancellation to, Institute of Acoustics, Silbury Court, 406 Silbury Blvd, Milton Keynes, MK9 2AF, in a reasonable and resaleable condition (for audio, video or software products this means in the sealed package in which they were delivered). You will be liable for the cost of returning any goods to IoA unless IoA has agreed otherwise in writing.

4.4. IoA reserves the right to withhold payment of part or all of your Fee refund until all hard copy Study Materials have been returned in accordance with Clause 4.3 above or if Study Materials are not returned in a re-saleable condition.

4.5 On cancellation you will be entitled to a full refund of the Fees and the Outbound Delivery Costs subject to the following limitations:

4.5.1 In relation to Outbound Delivery Costs, the refund amount will be capped at the cost of a standard postal method fee; and

4.5.2 If the value of the goods has been diminished by your handling, IoA may recover the amount of this diminished value by deducting this amount from your refund.

4.6 If you cancel a Course after the Cancellation Period, IoA will deduct from any refund of your Fee the cost of all applicable delivery charges, including Outbound Delivery Costs.

4.7 Refunds will be made using the same method of payment as you used for the purchase and will be paid within 14 days of you informing IoA of the cancellation. The period for refund will increase to 30 days if IoA is unable to credit a UK bank account. If you have

chosen to invoice your employer and at the time of cancellation the relevant invoice has not yet been paid then such invoice will be cancelled. If you have chosen to invoice your employer and at the time of cancellation the relevant invoice has already been paid by your employer, the Fees will be credited to your employer's bank account within 14 days of cancellation (provided a UK bank account can be credited). For monetary returns a request in writing to IoA Administration at admin@ioa.org.uk is required from your employer.

4.8 Your right to cancel and obtain any refund will be lost if you have given IoA express consent to supply any services during the Cancellation Period and the service has been fully performed. If express consent has been given but the service is only part performed, you will be liable to pay for the services actually received.

4.9 If the contract is for the supply of digital content including but not limited to eBooks, Online Course and Online Study Materials your right to cancel and obtain any refund will be lost if you have given IoA express consent to supply the digital content to you during the Cancellation Period or if you access the digital content before the expiry of the Cancellation Period.

4.10 For further details of your rights under the Consumer Contracts Regulations you can visit your local Citizens' Advice Bureau or visit the Competition and Markets Authority website.

4.11 Your order of a Course is personal to you and you will not be permitted to transfer your enrolment on a Course to any other student.

4.12 IoA reserves the right to use its discretion to determine whether to make refunds and/or deferrals in exceptional circumstances which fall outside Clause 4 and Clause 5 and to charge an additional fee in any such event to cover the administration costs incurred by IoA. Any such additional fees will be communicated to you before you make your decision.

4.13 If Study Materials accompany your Classroom Course and these have been dispatched to you prior to you deferring your place on the Classroom Course, IoA will be under no obligation to provide you with any revised or updated Study Materials relating to your deferred Classroom Course and any additional Study Materials required by you will need to be purchased by you prior to commencing your deferred Classroom Course.

4.14 Where you have purchased multiple Classroom Courses as part of a IoA membership or IoA package of products and you cancel or defer one or more of those Classroom Courses, each Classroom Course which you cancel or defer will be treated separately and the relevant cancellation and deferral terms and administration costs set out in this Clause 5 will apply to each cancellation or deferral.

5. Additional Cancellation Rights, Refund and Deferral Policy

5.1 Cancellation Policy for Classroom Courses and Synchronous Online Courses

5.1.1 In addition to your rights under the Consumer Contracts Regulations, subject to clauses 5.3, 5.5 and 4.3, IoA also offers the following refund and deferral policy (where there is no legal right to a refund under the Consumer Contracts Regulations or otherwise).

5.1.2 You may cancel your order of a Classroom Course and/or Synchronous Online Course up to 14 days prior to the relevant Classroom Course and/or Synchronous Online Courses start date. You will receive a full refund of your Fees less a £50 charge to cover administration costs plus VAT where applicable. Where the cost of the Classroom Course and/or Synchronous Online Courses is less than £50, no refund will be payable by IoA and no additional administration costs in excess of the Fees will be due to you from IoA.

5.2 Deferral Policy for Professional Development Courses

5.2.1 You may defer the start date of your Professional Development Course at any time up to the working day prior to the relevant Professional Development Course start date, subject to availability on your chosen deferred Professional Development Course and upon payment by you of any difference in the Fees payable for the two courses and a £50 charge to cover administration costs plus VAT where applicable. You may only defer your Professional Development Course start date once. You will receive a credit note from IoA within 14 days of receipt by IoA of written notice of your intention to defer, provided that you have complied with the relevant time periods set out in this section. You must retain this credit note and use the unique reference number printed on the credit note at the time of rebooking your deferred Professional Development Course. Credit notes can only be used once and must be used within one year of the date of issue by IoA, after which time the credit note will expire and will not be accepted. Credit notes are personal to you and you will not be permitted to transfer your credit note to any other student.

5.3 Deferral Policy for Synchronous Online Courses

5.3.1 You may defer the start date of your Synchronous Online Course at any time up to 14 days prior to the relevant Synchronous Online Course start date, subject to availability on your chosen deferred Synchronous Online Course and upon payment by you of any difference in the Fees payable for the two courses and a £50 charge to cover administration costs plus VAT where applicable. You may only defer your Synchronous Online Course start date once. You will receive a credit note from IoA within 14 days of receipt by IoA of written notice of your intention to defer, provided that you have complied with the relevant time periods set out in this section. You must retain this credit note and use the unique reference number printed on the credit note at the time of rebooking your deferred Synchronous Online Course. Credit notes can only be used once and must be used within one year of the date of issue by IoA, after which time the credit note will expire and will not be accepted. Credit notes are personal to you and you will not be permitted to transfer your credit note to any other student.

5.4 Except as set out in Clauses 4 and 5, no cancellations and/or deferrals will be permitted for a Course.

5.5 You must defer your order pursuant to Clause 5.2 and Clause 5.3 in writing by post, email or fax using the contact details that are set out at the end of these Terms.

5.6. IoA reserves the right to cancel a Professional Development Course at any time up to one working day prior to the commencement of such Professional Development Course. For all other Courses, IoA may cancel at any time up to 7 days prior to the commencement of such Course. If IoA cancel a Course, you will be entitled to a refund of any Fees paid in accordance with Clause 4.7.

5.7 You must cancel your place on the Course pursuant to Clause 5 by using one of the following methods:

5.7.1 Emailing admin@ioa.org.uk;

5.7.2 Calling the IoA office on +44 (0) 300 999 9675

6. Study Materials

6.1 Where hard copy Study Materials accompany the Classroom Course, these Study Materials will be made available to you at the relevant premises where the Classroom Course is to take place and at the relevant time Subject to Clauses 3.10, you may request that IoA dispatch the Study Materials to you in advance of the Classroom Course, where such Study Materials are available.

6.2 Where hard copy Study Materials accompany the Online Course and they are supplied by IoA, subject to clause 3.10 IoA will post, or arrange a courier on your behalf, for the goods ordered by you to the person and address you give IoA at the time you make your order.

6.3 Any deliveries made pursuant to Clauses 6.1 and 6.2 will incur a delivery charge. An IoA Customer Services representative will notify you of the charge rate on request. IoA will endeavour to dispatch the Study Materials to you following acceptance of your order and delivery instructions in accordance with Clause 2.5.

6.4 If you fail to take delivery of the Study Materials or give IoA inadequate delivery instructions then IoA reserves the right to store the Study Materials until actual delivery and charge you reasonable costs (including insurance costs) of storage.

6.5 When ordering goods from IoA for delivery (other than in the UK) you may be subject to import duties and taxes, which are levied once the goods reach the specified destination. Any additional charges for customs clearance must be borne by you; IoA has no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when you order Study Materials from IoA, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods.

6.6 Risk of damage to, or loss of, any Study Materials, or any physical media on which Study Materials are stored, shall pass from IoA to you on delivery. Ownership of the Study Materials will pass to you on the later of receipt of payment by IoA in full of all sums due to IoA in respect of the Study Materials, and, delivery of the Study Materials to you.

6.7 IoA must be notified of any queries, complaints or short or incorrect deliveries within 14 days of you receiving the Study Materials. If you do not notify IoA within this time period, IoA will not be obliged to correct your order and will not be responsible for any loss or damage suffered by you as a result.

7. Classroom Courses, Online Course Content and Access Terms

7.1 Please see the description of the Course on the Website and/or in the Brochure for details of the contents of the available Courses.

7.2 Except as set out in the description of the Course on the Website and/or in the Brochure, no additional Study Materials and/or tuition (either online, face to face or classroom) will be provided by IoA.

7.3 You acknowledge that IoA operates a zero tolerance policy in relation to inappropriate behaviour of students. In particular abusive or violent behaviour directed at IoA's staff or other students and unfair or dishonest practices including but not limited to cheating, will not be tolerated under any circumstances. IoA may at its reasonable discretion and without liability or an obligation to refund Fees, refuse to supply any Classroom Course to any student and may refuse to admit to, and may remove from any course premises, any student whose participation in any Classroom Course would, in IoA's reasonable opinion, be undesirable or whose behaviour IoA considers is or may be in breach of this Agreement.

7.4 In relation to Online Courses only the following points apply:

7.4.1 Upon receipt of a confirmation email from IoA you will be notified when you have access to the Online Course purchased and for the length of time such access will be made available to you, unless any such Online Course is removed.

7.4.2 The receipt of an Online Course is personal to you and you may not transfer your rights to access the Online Course or provide an Online Course to any other person.

7.4.3 You may incur charges to your internet service provider while you are accessing and/or downloading the Study Materials. Charges may also be payable to third parties for use of the software necessary to access and/or download the Study Materials. You are responsible to pay these charges.

7.5 In relation to Classroom Courses only the following points apply:

7.5.1 You must comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the premises at which Classroom Courses are provided.

7.5.2 You must only use the premises at which Classroom Courses are provided for the purposes of participating in Classroom Courses.

7.5.3 IoA shall provide such presenters to present the Classroom Courses as it, in its sole discretion, deems fit and IoA shall be entitled at any time to substitute any presenter with any

other person who, in IoA's sole discretion, it deems suitably qualified to present the relevant Classroom Course.

7.5.4 If you require a student visa to enable you to study with IoA you are responsible for obtaining the necessary visa and for ensuring that your attendance is satisfactory to meet your visa requirements.

7.5.5 You must sign an attendance register for each Classroom Course as required by the presenter.

7.5.6 Your personal possessions are your sole responsibility and IoA accepts no responsibility and/or liability for anything that is lost or stolen from its venues. You are advised during a Classroom Course to keep your valuables with you at all times.

8. System Requirements

8.1 Please note that it is your responsibility to check that the computer you plan to use to access your Study Materials and the Online Course is compatible with the minimum specification requirement that relates to the Online Course you are ordering. You acknowledge and accept that IoA cannot be held responsible for any technical problems you encounter following the purchase of an Online Course.

9. Modifications to content of existing courses or technology enhancements

9.1 From time to time, IoA may make modifications, enhancements or issue clarifications (for example, to clarify ambiguous regulatory drafting) to the audiovisual, interactive or written Online Courses. You will have access to such changes free of charge only to the extent that such changes relate to the Online Course purchased by you.

10 Annual (or other term) Updates

10.1 Certain Online Courses will periodically be superseded by new legislation or the issue of new regulations. Following the enactment of new legislation or the issue of new regulations, IoA may produce Online Courses covering the new material. If new legislation or regulations supersedes existing Online Courses, these may be available for purchase as new Online Courses.

10.2 For the avoidance of doubt, purchase of a current Online Course does not entitle you to have access to future revised Online Courses as part of the original purchase.

11. Technical Support and Access

11.1 IoA will provide technical and content support to individuals who have purchased an Online Course in respect of the Online Course purchased, in accordance with the provisions referred to below.

11.2 If you report a fault to IoA, IoA will use reasonable endeavours to provide a solution but IoA does not guarantee that the technical support provided will resolve your technical problems. If you receive technical advice from IoA then IoA will not accept any responsibility for any problem if you do not ensure that such advice is strictly followed.

11.3 IoA is not obliged to offer you any technical support in relation to your use of any of the free demonstrations available on the Website but IoA may elect to offer technical support and the extent of any such technical support is entirely at the discretion of IoA.

11.4 You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to the Website and that technical support may not be available during such periods of downtime. Further you accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability.

11.5 IoA will use reasonable endeavours to make the Online Course available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. IoA reserves the right to suspend access to the Website for the purpose of scheduled or emergency maintenance, repairs or up-upgrades to improve the performance or functionality of the Website.

11.6 You also accept and acknowledge that IoA cannot be held responsible for any delay or disruptions to your access to the Online Course as a result of such suspension or any of the following:

11.6.1 the operation of the internet and the World Wide Web, including but not limited to viruses;

11.6.2 any firewall restrictions that have been placed on your network or the computer you are using to access the Online Course;

11.6.3 failures of telecommunications links and equipment; or

11.6.4 updated browser issues.

12. Additional Terms for purchasing eBooks

12.1 In order to be able to download an eBook, you must have:

12.1.1 access to an internet connection;

12.1.2 downloaded and have access to Adobe Digital editions;

12.1.3 set up an Adobe ID; and

12.1.4 your computer must be running Windows XP and above or Mac OS X and above.

13.2 You can only download the eBook once using the token provided. Once a token has been validated by you a new token will not be issued. eBooks can be used on up to 3 computer machines as long as they are validated with your Adobe ID.

12.3 Your purchase of an eBook only entitles you to print a maximum of 15% of the eBook and multiple copies of the same page will all count towards the maximum allowance. Certain eBook titles which are not available to buy in hard copy may be printed in their entirety and this will be made clear in the eBook description. You are only entitled to print one copy of these eBook titles which are not available to buy in hard copy and in total you will not be permitted to print any more pages than that of the total page count of the eBook. If you intend to print the whole book, this should only be done in one attempt and you should ensure you have enough paper before printing, so as not to run the risk of exceeding the print allowance by having to make several print attempts.

13. Warranties

13.1 ioA will provide the Study Materials in accordance with the Course description which is set out on the Website (please see Clause 7.1).

13.2 IoA expects you to take reasonable care to verify that the Course and Study Materials in question will meet your needs. IoA does not make any commitment to you that you will obtain any particular result from your use of the Study Materials or that you will obtain any particular qualification on completion of the Course (unless otherwise stated on the Website).

13.3 IoA does not make any representation, guarantee or commitment to you that the Study Materials will be error free.

13.4 IoA does not make any commitment that the Online Course will be compatible with or operate with your software or hardware.

13.5 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 excluded to the maximum extent permissible by law.

14. Limitation of liability

14.1 The exclusions and limitations of liability contained in these Terms do not apply to a party's liability: (i) for fraud or willful default; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.

14.2 Except as set out in these Terms, IoA shall not be responsible for losses that result from its failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

14.2.1 indirect or consequential losses;

14.2.2 loss of income or revenue;

14.2.3 loss of business;

14.2.4 loss of anticipated savings; or

14.2.5 loss or corruption of data.

14.3 IoA is not responsible to you for any data that you lose either (a) as a result of accessing the Online Course, or (b) during completion of any Online Course. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the Online Study Materials, and (ii) all data that you are inputting when completing the Online Course.

14.4 Save as otherwise set out in this section “Limitation of liability”, IoA’s maximum aggregate liability to you for any claims that you may have against IoA for direct loss in contract, tort or otherwise arising out of or in connection with these Terms, the Course and the Study Materials and any technical support shall be limited to the amount of the Fee which has been paid, or is payable, by you or on your behalf.

14.5 IoA will not be held responsible for any delay or failure to comply with its obligations under these Terms if the delay or failure arises from any cause which is beyond IoA’s reasonable control. This condition does not affect your statutory rights.

14.6 Each provision in this Clause 15 shall be construed separately as between you and IoA. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

15. Disclaimer

15.1 The Courses are for training purposes only. IoA will not accept any responsibility to any party for the use of the tuition provided and/or the contents of the Study Materials for any purpose other than training for educational purposes, including but not limited to the giving of advice by you to any third party.

16. Intellectual property

16.1 At all times, IoA and/or its licensors, remain the owner of the intellectual property in the Courses and the Study Materials content. No Course and/or Study Materials content, nor any part thereof may be reproduced, stored in a retrieval system or transmitted any form or by any means without the prior written permission of IoA.

16.2 In consideration of receipt by IoA of the Fee, IoA grants to you a non-exclusive, non-transferable licence to use the Study Materials content for the sole purpose of studying for the Classroom Course and/or the Online Course. For Online Study Materials the licence granted is to use the Online Study Materials on one computer only.

16.3 Save as expressly set out in these Terms, you may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way any of the Study Materials content. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Online Study Materials or create derivative works based on the whole of or any part, or which incorporate, the Online Study Materials into any software program.

16.4 Use of the Study Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either IoA's copyright or IoA's other intellectual property rights, and/or the copyright or other intellectual property rights of IoA's licensors.

17. Data protection

17.1 IoA will process the information it receives from you or otherwise holds about you in accordance with these Terms and the IoA privacy policy. You consent to the use by IoA of such information in accordance with these Terms and IoA's privacy policy. IoA will use such information including but not limited to:

17.1.1 perform its obligations and enforce its rights under these Terms;

17.1.2 contact you by email, telephone or post to inform you about other products or services which may be of interest to you;

17.1.3 inform you of feedback and examination results;

17.1.4 communicate with your sponsor regarding your progress, results and attendance;

17.1.5 IoA may share your information with its agents and service providers for these purposes; And

17.1.6 as set out in further detail in IoA's privacy policy.

17.2 You have the right to receive details of the personal information held by IoA. A fee of £10 will be payable.

17.3 In the event that you do not wish to receive marketing correspondence from IoA a written request or email should be sent to the contact details set out at the end of these Terms.

17.4 On occasion we may conduct online surveys. This is used to gauge our service, collect demographic information and other information that we may find useful. We may share non-personal, aggregated information with third parties. You agree to IoA using your information in this manner.

18. General

18.1 IoA reserves the right to charge late payment interest on any overdue amounts, at a rate of 4% a year above the base lending rate of LLoyds Bank plc from time to time. The interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

18.2 IoA reserves the right to recover any reasonable debt collection costs in connection with these Terms.

18.3 IoA may update or amend these Terms and Conditions from time to time to comply with law or to meet its changing business requirements without notice to you. Any updates or amendments will be posted on the Website.

18.4 These Terms and Conditions, the Additional Terms and Conditions and the Website Terms of Use (if you purchase the Course via the Website) constitute the entire agreement and understanding between us and supersedes and replaces any other terms and conditions previously published by us 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 and Conditions .

18.5 You may not assign or sub-contract any of your rights or obligations under these Terms and Conditions to any third party unless we agree in writing.

18.6 IoA may assign, transfer or sub-contract any of its rights or obligations under these Terms and Conditions to any third party at its discretion.

18.7 No relaxation or delay by IoA in exercising any right or remedy under these Terms and Conditions 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 IoA in writing.

18.8 If any of these Terms and Conditions are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms and Conditions shall remain in full force and effect.

18.9 Any notices required to be served on you by IoA under these Terms and Conditions will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address, notified by you to you, at IoA's discretion. Any notices required to be served on IoA by you will be deemed properly served if sent to the address as per clause 19.

18.10 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 fax or email is deemed to be given on the day it was sent.

18.11 The agreement between you and IoA will be concluded in English only.

18.12 The agreement between you and IoA which is compromised in these Terms and Conditions 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.

18.13 These Terms and Conditions, and any other matters arising out of or in relation to these Terms and Conditions, are governed by and construed in accordance with the laws of England and Wales. You agree 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 and Conditions.

19. Contact us

- Institute of Acoustics

- Silbury Court
- 406 Silbury Blvd
- Milton Keynes
- MK9 2AF
- Tel: +44 (0) 300 999 9675
- Email: ioa@ioa.org.uk