

These terms and conditions are intended to be legally binding between the person booking the examination (You) and the Institute of Directors (IoD, we or us). These terms and conditions apply to all bookings for examinations conducted by the IoD.

### Booking procedure

1. A binding agreement subject to these terms and conditions will be made between you and the IoD when:
  - We receive a booking form by post or email. If you have completed a booking form for your course and exam, these terms and conditions are printed on the form;
  - You book an exam over the telephone paying in full. If you are booking an exam by telephone, you will be asked to confirm that you have read and understood these terms and conditions before the booking is complete. You will then be emailed a booking confirmation with the terms and conditions attached;
  - If you have booked your exam via email, you will be sent a copy of these terms and conditions with your booking confirmation
2. Where you make a booking on behalf of a corporate entity, you and the corporate entity will be bound jointly and individually to the agreement. Furthermore, you warrant that you have the authority of the corporate entity to do so.

### Payment terms

1. You will be sent an invoice by e-mail shortly after receiving your exam booking confirmation
2. Where you have already paid the exam fee by credit card as part of the booking procedure, we will send you a receipted invoice on request
3. Where the exam fee is included in the overall course fee, the exam fee will be included on your original invoice
4. Where payment has not been made during the course booking procedure, the invoice **must be paid** within 30 days of the date of the invoice
5. We reserve the right to refuse access to the exam where payment has not been received in full

### Cancellation and transfer policy

#### Cancellation of exams

In the rare situation where it is not possible for your examination to be conducted following efforts by the IoD to accommodate the examination and/or where it is not possible for any reason for your results of such examination to be provided to you – for example in the event of a technological error, natural disaster, geopolitical or other significant circumstances or where the conduct of agents appointed by the IoD fail to discharge their responsibility, candidates will be notified and offered a further examination sitting without charge. It is stressed that this will be extremely rare. The IoD does not accept any liability for any associated losses of any kind (whether direct and/or indirect) that may be incurred by you as a consequence of such circumstances.

## Terms and conditions for IoD examinations

Once a booking has been made, you are entitled to cancel the booking subject to the following:

- Under the Consumer Contracts (Information, Cancellation and Additional Charges) regulations 2014 ('Consumer Contracts Regulations') you may cancel your exam within 14 calendar days ('Cancellation Period') from the date of your purchase
- You may cancel and receive a full refund or transfer, free of charge, to another session at any point up until 14 calendar days before the exam date. You will not be entitled to a refund if you cancel or transfer your exam after this time
- Any notice of cancellation or transfer must be sent by email to [professionalstandards@iod.com](mailto:professionalstandards@iod.com) and will only be effective when it is received and acknowledged by a member of the examinations team. Please see the transfer fee below:
  - £100.00 + VAT transfer fee applies per certificate exam booking if the request is made within 14 days of the exam date
  - £260.00 + VAT transfer fee applies per diploma exam booking if the request is made within 14 days of the exam date.
- If you are unable to attend your exam due to unforeseen circumstances outside of your control, we will transfer you to the next available exam for no additional fee. You may be asked to provide evidence i.e., a doctor's note.

### Reservations

1. We reserve the right to reschedule or cancel any examination session should circumstances so demand. If a session is affected, you will be entitled to a full refund of the fees you have pre-paid for that exam. We accept no liability if, for whatever reason, the exam fails to take place.
2. We reserve the right to review our fees and/or these terms and conditions as and when appropriate. Should our fees and/or these booking terms and conditions change you will have the option to withdraw from the exam session and receive a full refund.

### Limit of liability

1. Without limitation, the IoD (which shall include the course leaders employed by the IoD to deliver the course), will not be liable for:
  - any breach of contract, negligence or otherwise for any consequential loss occasioned to any person acting, refraining to act, or omitting to act, in reliance on the exam, to the extent permitted by law; and/or
  - any loss of any kind (whether direct and/or indirect) suffered by any candidate or other person, company or body associated with any examination that is delivered for or on behalf of the IoD (including without limitation by or on behalf of any affiliated company of the IoD such as a franchisee) as a result of or associated with any technological and/or any other error and/or other event that is outside of the IoD's control (including without limitation any natural disaster or geopolitical circumstances) (together referred to as an 'Issue'), including but not limited to as a result of any cancellation of an examination and/or any failure to provide the candidate with his/her examination results, as a result of or relating to any such Issue.
2. Consequential loss shall be deemed to include but shall not be limited to: loss of profits or anticipated profits; loss of business or anticipated business; damage to reputation or goodwill; and any claim made by any third-party for damages, costs or expenses.

#### Data protection policy

1. We will ensure that all reasonable and appropriate security measures are in place to protect personal data and will destroy or provide this data upon written request.
2. From time to time we, or agents acting on our behalf, may contact you with details of other courses or programmes and other services provided by the IoD which may be of interest to you.
3. We will not pass on your personal data to any third party and will refrain from processing your data in order to send you any further information should you make such a request to us in writing.