

## Terms and Code of Conduct for the Learning Practitioners' Association

Set out below are the Terms and Conditions and Code of Conduct for interaction with, participation in and membership of the Learning Practitioners' Association.

### TERMS AND CONDITIONS

The terms set out immediately below relate to the general arrangement for all Members of the Association, CLP and other Users of Association services including the web site at [www.trainerbase.co.uk](http://www.trainerbase.co.uk) and or [www.learningpractitioners.org.uk](http://www.learningpractitioners.org.uk) or any other related Association web site or partner. The terms and conditions set out here are intended to be as comprehensive as possible but by the very nature of emerging and evolving law, business conditions and best practices must not be regarded as set in stone.

### User / Membership

A user is someone who has registered on the Association database, has been granted permission to use parts of the Association web sites and is able to log in and amend their details.

A Member is a User who has paid a subscription to the Association and is listed on the Register of Members of the Learning Practitioners' Association. A Member of the Association has voting rights and is eligible for co-option or election to the Council of Members.

When an individual uses the Join/Register forms on the Association web sites, s/he makes an application to become a User of the Association web sites including the TrainerBase. User permission is not automatically granted and any User permission granted, whether temporary or otherwise, may be withdrawn (the Association reserves the right to refuse an application to register (refuse to supply services)). In certain circumstances where there is uncertainty about an application, the Association may seek references before granting a User permission. Web site User permission is required to be able to gain access to facilities and is usually granted within 24 hours of application.

Duplicate membership in either Trainer or Supplier categories is not permitted. A Member may have duplicate membership in different categories, provided an explanation of the reason is given. An individual can be a Trainer (in a subject) and a Supplier (of products). Individuals found to have duplicate membership in the same category or with entries as a Basic (other) User type and Trainer/Supplier type will not be granted permissions or will be removed from the list pending a review of the reasons behind the occurrence. Whilst the Association acknowledges that Companies might make multiple applications to the Association, the Association reserves the right not to grant membership and entitlement to these applications for membership may be felt to be for the purpose of gaining access to restricted information. Multiple group membership will be granted to a User where one of the group is already a Member.

Membership of and or User permissions for the Association or its services may be temporarily suspended whilst investigations are carried out into Member/User activity that is deemed by the Association to contravene the terms laid out here and elsewhere or whilst a complaint involving that Member / User is being investigated.

A User/Member can modify (make changes to) their profile entry in Edit Profile page on the Association web site. These changes are not automatically written to the database. All User modifications are reviewed by the Association. Only when a modification is approved will the change take place. A User's/Member's entry on the database is not transferable, as such the

modification of a profile from one person to another is not permitted (the original User/Member should request deletion from the system and the new User/Member should join in their own right).

In compliance with the Data Protection Act, the Association operates a Suppression List. Members or Users, who directly request to be removed from the Association database, have all their personal details and associated files and or information deleted from the active database, and their name and email placed on a suppression list. This ensures that the Association does not re-contact via other methods as the suppression list is checked for marketing purposes. Members will also be placed on the suppression list for a number of other reasons. These include:

- purging of all dormant Users,
- returned emails,
- non compliance with data cleaning requests including confirmation of profile details, or
- contravention of terms of the site.

A Member wishing to rejoin the directory (have his or her name and email removed from the suppression list) should apply by email indicating how the situation has changed. Automatic re-instatement is not guaranteed. Perceived misuse of the suppression list will result in a denial of re-instatement.

## Membership Subscriptions

Registering with the Association to become a User is FREE.

User name and telephone number will be visible to anyone looking for a trainer or supplier.

Payment of the subscription upgrades a User to a Member of the Association.

Facilities and benefits available to Members include:

- unlimited access to the resource downloads
- read and respond to Opportunities posted
- participation in the discussion forum
- discount professional indemnity insurance
- free legal help line
- discounts on products and services

Members wishing to have a profile on the TrainerBase can purchase this additional option. A profile consists of a mini web site within the TrainerBase domain within which a Member can showcase themselves of their business.

The benefit of this facility includes:

- web enabled search engine optimised web presence
- the ability to add Open Courses that Members run
- list the Clients Members have worked for
- display the Custom Programmes that you run

The paid subscription to be a Member of the Association is for a 365 day period. The additional visible profile on the TrainerBase web site is for a 365 day period or the remaining time that the Membership has left to run. Payment is taken in advance. The subscription is paid using Credit or Debit Cards. The Association uses LloydsTSB CardNet and Protx for its transactions.

Members of the Association may cancel their membership at any time. If cancelled in the first 3 months, a refund of 50% of the subscription value will be paid. If cancelled in the second three months a refund of 25% of the subscription value will be paid. If cancelled in the third or fourth three months, no refund will be offered. Please note attempting to use a chargeback facility via the

credit card payment systems to gain a refund incurs a cost to the Association and may be seen as non acceptance of these terms and conditions. The Association reserves to right to recover such charge back fees and sanction Members for such activity. The Association is set up to take online payments and will only accept cheques in exceptional circumstances. Due to the added processing involved and additional costs, The Association levies a 50% surcharge on any payment for service that is paid for by cheque.

### **Member credibility**

The Association takes no responsibility for the credibility, knowledge or skill of Users or Members of the Association unless they are accredited by the Association as a Certified Learning Practitioner (CLP). It is up to the person sourcing the member to check the credibility, knowledge or skill of trainers.

### **Right to Work**

The Association takes no responsibility for determining whether a User or Member has a right to work in any particular country. The Association recommends that a business or individual hiring a Member of the Association, investigates the Members right to work.

### **Personal information**

In accordance with the Association Code of Conduct, Users and Members found with questionable information will have their profile disabled, pending a review of the data held. Users and Members who have a suspect e-mail address (indicated by messages being bounced back as undeliverable) will be periodically removed from the Association database. These Users will need to contact the Association to be able to gain access to certain elements of the TrainerBase web site. User and Membership data held on the system in a profile is the responsibility of the named individual.

Users and Members found abusing the facilities on the database will be removed.

### **Privacy**

The Association will take appropriate steps to protect User and Member privacy. Whenever Users and Members provide sensitive information, the Association will take all reasonable but no more than reasonable steps to protect it. The Association will also take similar reasonable but no more than reasonable security measures to protect all personal information in storage.

A Member's name, email address and other information will be available to other Users and or Members in certain circumstances. When a User views a Member's profile, the viewers email address is tracked and listed for the viewed Member. When a User downloads a resource, the email address of the downloader is made available to the Member who uploaded the resource. This is to facilitate networking and possible business opportunities between Users and Members.

A User who is registered as a Trainer or Supplier will be visible in search results that are open to all visitors to the site. A User can request to have their details removed (made invisible) from the site whilst still remaining registered. This may impact on User details being removed from parts of the site. The Association will endeavour to comply with this request within 24 hours. The Association cannot be held responsible for User or Member details being copied or cached by other search engines, web sites, companies or individuals and where the removal of personal information is outside the control of the Association.

The Association will not provide any personal information to other companies or individuals without Users' permission. However, the Association may need to provide name and address details to third parties that the Secretariat uses for the purposes of delivering specific services to Members (e.g., online support). The Association will on occasions disclose to Users the names of companies that have members of staff listed on the database but not the personal information of the individual staff members.

### Other payments

The Association offers services that require other payment including learning and development events and conferences. Payments for these services constitute a confirmation of attendance and determine whether an event will go ahead. Cancellation of attendance prior to an event being confirmed will result in the option for a refund. Cancellation of attendance after an event has been confirmed as going ahead (subject to statutory rights) will result in the payment being non-refundable. Attendance can be transferable to another person providing the Association is notified.

### WEB SITES

The terms set out immediately below are relevant to a Users and Member's interaction with the Association web sites. The terms and conditions set out here supersede any conditions expressed or implied within the membership controlled parts of the web site.

The Association cannot not guarantee the functionality of its web sites and makes no promise on client browser compatibility. Visitors to the site do so at their own risk and the Association will not be responsible for the loss of any input during a visitor session. The Association reserves the right to amend or alter any element or content of the web site and the omission of any condition within these terms does not prevent any undertaking on the part of the Association. Any User or Member wishing to apply a term or condition to the content of the site should seek permission to do so first.

### Opt in/out

The Association web site are an opt in registration and some elements of the Association web sites require registration to access. Some examples of information the Association will collect are name, address and email address. Users and Members of the Association can elect not to receive materials from the Association. When a User signs up to the Association web sites, by default they will periodically receive e-mails containing promotional messages from other Users and Members and information of new services. Users and Members can Edit their registration to stop receiving these messages.

### E-Mails and spam filtering

The Association sends out around 50,000 emails to its User base each month. Whilst care is taken in the construction of each message and all messages are legitimate within the terms of the Association, the Association cannot guarantee that the messages sent will reach the recipient. It is the responsibility of each User to ensure that their own email systems, including spam filtering facilities, are configured to receive messages from the Association. The Association does not as a rule confirm that its emails are legitimate. The Association reserve the right to disable Member accounts that return email messages undelivered. Email messages to the Association are not confidential unless expressly identified as Private and Confidential or Legally Privileged. The Association reserves the right to re-publish them in part or in their entirety anonymously for discussion purposes.

## Site content

Much of the content of this site is provided and maintained by the Users and Members. The Association reserves the right to monitor the data, information and files stored on the site and to remove without notice any data, information or file that is erroneous, illegal or in contravention of the site's and the Association's own policies.

## Session Cookies

The Association web sites use cookies for various reasons. Cookies enable the Association to track information during User sessions. These cookies do not track individual information. Cookies from the TrainerBase can only be read by the TrainerBase. If a visitor chooses to disable cookies in their browser, they will not be able to use certain elements of the TrainerBase web site. The TrainerBase web site has a time limit on sessions of 10 minutes and is not responsible for the loss of any input as a result of a session time out.

## Log files

The Association servers log all visitors to the site enabling the Association administrators to track User activity. This data is only used for internal purposes and can be used for site development purposes and dispute resolution.

## Data storage

Any information that the Association needs to store and process will be carried out on databases located in the UK. These storage services are owned and maintained by the Association's Internet Service Provider. The Association has virtual control over the content but not physical control over the infrastructure. The Association downloads the database periodically for both backup and statistical analysis purposes. The offline data is secured on our office server and is password protected.

## Points and Ranking system

The search facility on this site uses a points system to rank Members. Points are accumulated by a Member by various means, many of which are automated. To ensure fairness and to prevent abuse of the automated points system, the Association reserves the right to withdraw the awarding of and/or remove points where the Member has withdrawn or has requested withdrawal from the site the item that resulted in the points in the first place. If it is deemed that an abuse has been made of the points system to promote ranking on the site, the Association reserves the right to cancel all point accrued and in extreme circumstances remove a Member from the site. The accumulation of points is not intended to advantage longevity on the site and an automated levelling system is in place. This may not be considered sufficient to ensure equitability and therefore the Association periodically levels the points to preserve a semblance of fairness (enabling new Members an opportunity to get positive ranking).

## Web Site features and facilities

The use of any of the facilities on the Association web sites is not guaranteed and any facility, whether free or part of the membership based option, may be withdrawn at any time. Taking out a subscription at any point in time does not constitute a contract for the Association to continue to provide the same level of features and facilities in place at the time the subscription was taken out. Developments to the site are ongoing and facilities that are currently free may become part of a

subscription based service. Options that are current within a particular option may be moved to another option. This includes from one level of subscription to another level of subscription, or from a subscription level to a free option. The Association will endeavour to give reasonable notice of any such changes, but cannot guarantee to do so and does not accept liability for the consequences of any lack of notice.

## Resources, photos and other works

Member materials including resources, photos, CV and other works are subject to approval and/or periodic review. The Association may decline at its absolute discretion, to approve any such material or materials and may or may not provide the reasons for such lack of approval. The Association is not and cannot be held responsible for determining the legitimacy or ownership of any work stored or displayed on the site.

## Downloads / Resources

The Association is not and cannot be held responsible for determining the usability or compatibility of any downloadable resource or file stored or displayed on the site. Any User downloading a file from this site does so at her or his own risk. The Association would, however, like to hear of any resource that does cause a problem so that measures can be taken to rectify the situation.

Only visitors, who have opted in to join the site, become Users of the directory and abide by its procedures, are able to download Resources. The Resources that are on the Association's web sites have been placed there by Members. Some of these Resources will be FREE to download. Other Resources are FOR SALE. The Member posting the Resource will define whether that Resource is FOR SALE.

The Member will state the price that they want to be paid for the Resource.

Members wishing to post Resources FOR SALE will be requested to state whether they are VAT registered.

The Association will offer FOR SALE Resources at a price, to the customer that will be determined by the Association. When a Resource is purchased by a customer, the Association will have affected a purchase of the resource from the Member. Non VAT registered Members will receive a credit in their Member account of the price they requested for the Resource. VAT registered Members will receive a credit in their Member account of the price they requested for the Resource plus VAT.

In order to clarify the expectation of what a Resource is the Scope has been introduced. The different Scopes of a resource are:

### 1 Primer

A resource that only offers really basic information that merely identifies a concept or point but does not explain its meaning or use. Suitable for one liners and sayings etc.

### 2 Fundamental

A resource that provides basic information that identifies a concept or point of view and offers a brief explanation. Does not necessarily explain the use of the point or concept in question. Suitable for one liners and sayings with a brief explanation of their meaning.

### 3 Outline

A concept or saying with an explanation of its meaning and its uses within a situation. Is not necessarily complete but is sufficient as a hand out or tool in support of a comprehensive item. Suitable for activities with explanation of uses and objectives.

### 4 Detailed

A complete explanation of a concept with definition and usage written in plain English (or other language). Suitable for inclusion as a module within a larger item and likely to contain a number of Primers, Fundamentals and be accompanied by an Outline or two.

5 Comprehensive

A full, multi module, multi conceptual item that can be used as a standalone.

### Resource disclaimer

Members of the Association are able to upload Resources for others to download. These Resources will be either FREE or FOR SALE. The Association cannot be held responsible for any effect caused by the use of these Resources. Whilst the Association will take all reasonable but no more than reasonable steps to ensure that Resources posted are sound and do not contravene any law, the Association cannot guarantee this and is not and shall not be held liable for any contravention. If a Resource is found to be doubtful in nature, its presence on the Association web sites will be suspended, subject to investigation. Customers downloading Resources do so at their own risk and exonerate the Association from any liability.

### Differentiator

A Member that has a profile may be in a position (subject to availability) to apply for and be approved to have a differentiator (indicator of difference from other Members). This is only indicative of a compliance with the relevant differentiator. A Member who is differentiated as a member of an institution is just that; a member of that institution and has complied with the entry requirements of that institution. Not all grades or levels of membership of an institution will warrant a differentiator. The differentiator is applicable to grades that require an entry assessment and/or compliance with certain professional criteria that indicate a level of competence. The approval of a differentiator does not necessarily follow that the trainer is better than a trainer who is not a member of an institution or does not have a differentiator. The Association will however take reasonable steps to validate a trainer's application for a differentiator before it is approved. This validation process may take a number of weeks and is outside the control of the Association. It is the responsibility of the trainer to advise the Association of any change in status with regards to qualification or institute membership that might relate to that trainer's right to be differentiated. Likewise the Association cannot be held responsible for trainers who make false claims regarding qualifications or membership of institution. The Association will however, take reasonable steps to verify a trainer's right to continue to claim such qualification or membership. A trainer found to have claimed a qualification or membership will be notified and will be at the least requested to remove the qualification or membership from his or her profile or in serious breach, be removed from the site.

### Member Testimonials

Members with a profile on the TrainerBase may have testimonials. Member Testimonials allows clients to comment on the quality of service that a trainer has provided. The more testimonials a trainer has the higher their ranking in the listing. The Association reserve the right to verify any testimonial and will periodically request a copy of a posted testimonial to be forwarded to the Association.

### Links

The Association web sites provides links to third party sites. Since the Association does not control those websites, the Association cannot be held responsible for the content therein and encourages Members to review the privacy policies of these third party sites. Any linked web site that is found to provide inappropriate information or data will not be included in the Association web sites links

page. UK regulations apply to the content of the Association web sites and the Association reserves the right to omit for inclusion any site that does not comply. Sites should display location, company and contact details, a reciprocal link back to the Association web site(s) and a terms and conditions page or entry.

## Opportunities/Tenders

Opportunities/Tenders are posted by Users of the TrainerBase in order to source a trainer or other requirement and do so in accordance with the guidelines set out below. The Association provides the channel for an advertisement of an opportunity and does not control the process. The Association however expects both the advertiser and the applicant to conduct themselves in a professional manner. The default expiry date for an opportunity is 3 months from the date posted. An advertiser can specify a shorter date. An advertiser is also entitled to close or remove an opportunity should they no longer have a need for further applications. In order to comply with the Data Protection Act and to simplify identification of possible work opportunities, a rule has been introduced that compels advertisers/tenders to define clearly what is being offered:

(A) A Tender (TDR) is for a real job by virtue of an existing learning and development requirement. The requirement may be directly with the advertiser or be a contract between the advertiser and its client;

(B) A Prospect (PPT) is for a real job for which the advertiser has an identified possible future need, e.g. the advertiser is bidding or tendering to a potential or existing client;

(C) A Capability Build is (CBB) indicative of an advertiser seeking to grow trainer capability in new or existing areas and as such carries no indication of a job or work being available.

(D) Expression of Interest (EOI) is to source likely providers of learning and development service and may or may not be for a particular identified need. An EOI is a preliminary step and in itself does not constitute a tender submission.

(E) A Business Proposition (BSP) is an invitation to inquire about a business related offer which may require an investment that may result in a commercial return. This includes; distributor/agency offers, exhibition sharing or project development partnerships.

(F) A Term of Employment is for work opportunities, full, part time and temporary, where the company will contract the individual as an employee, through the company payroll system. (These opportunities require membership to access but do not require a subscription to read).

(G) A Brokered lead (BKL) is for a contract opportunity that has been sourced by the Association team and invitations to tender are posted, managed and/or selected by the Association. (These opportunities do not require a subscription to read, but the lack of a viewable profile may compromise the brokerage team's ability to evaluate a Member's suitability. Applying for a Brokered lead commits a Member to pay commission of no more than 15% on successful contracts during the first 12 months of engagement).

(H) An Interim (ITM) contract is for a block of work which is part or full time over an extended period and includes invoiced arrangements subject to VAT. This may be to cover maternity leave or temporary requirements and the engagement is often between 2 companies. If the engagement is extended beyond a few months and remunerations is via PAYE the engagement is a Term of Employment.

Within each so specified advert there is a disclaimer to show that individuals responding will have their details retained on a database of the advertiser for not less than 6-months, unless such responding individuals state in their responses that such permission is not given.

## Opportunity Discrimination

The Association fully supports equal opportunities, will not knowingly discriminate against or disadvantage anyone on the basis of age, disability, ethnicity, marital status, race, religion or beliefs, sex, sexual preference or orientation or on where they live, and truly values all people. No Opportunity (etc) will be accepted that appears to run counter to such principles or implies whether

knowingly or not that applicants may be disadvantaged by conditions that cannot be shown to be justified objectively or that selection or appointment will be based on anything other than merit and relevant genuine occupational or business reasons. The decision of the Administrator in such matters is final.

### Opportunity notifications

The Association actively undertakes post Opportunity evaluations of responses. Please note: a single Member (employee) of a company can subscribe on behalf of that company (identified by use of company email address) and distribute Opportunity details within their own operation. If it is found that a subscribed Member is distributing Opportunity notifications to other trainers (including associates or learning and development organisations they work with), outside their own immediate company, they will have their profile disabled, pending an independent review of their activity and if found to be in breach of this rule they will be removed from the database without refund. The Association accepts and alerts subscribers of Opportunity notification in good faith. The Association cannot be held responsible for the validity of any Opportunity. If a Member is aware that an Opportunity notification is either a "spoof" or is suspicious about an Opportunity please email [admin@trainerbase.co.uk](mailto:admin@trainerbase.co.uk).

### Discussion forums

Members may post messages on the Members' Forum. Postings on the discussion forums should add value to the learning and development community. Postings are for the sharing of information and general communication and networking between Members. The Members forum is not the place for dialogue on governance and management of the Association. Communication about the Association or questions regarding governance and management should be made direct to [directors@learningpractitioners.org.uk](mailto:directors@learningpractitioners.org.uk) or [council@learningpractitioners.org.uk](mailto:council@learningpractitioners.org.uk). The forum is not the place for technical support or system error reporting; this should be brought direct to the attention of the Association at [admin@learningpractitioners.org.uk](mailto:admin@learningpractitioners.org.uk).

Any concern regarding the legitimacy of a discussion posting or thread should be brought to the attention of the Association team as soon as possible. The Association will then endeavour to investigate and remedy any infringement or infraction of statute or good practice.

Repeated posting of inappropriate messages by a Member may result in that Member being removed from the system.

Moderation of the forums is at the absolute digression of the Association.

### Ezine disclaimer

The comments made in the articles of the Association ezine are those of the author and do not necessarily represent the views of the Association. It is the intention of the ezine to engender some discussion and therefore it is likely that comments may be controversial. The Association team, however, will do everything in its power to ensure that the articles do not make any unfounded claims or accusations against individuals or organisations. If anyone is unhappy with an article please email [info@trainerbase.co.uk](mailto:info@trainerbase.co.uk). If a concern is found to be justified, the offending article will be removed from the database and an email sent out addressing that concern.

### News disclaimer

Articles in the News section have been collected from a number of locations. The contents of these articles are in the public domain. The Association publishes the articles in good faith and the content

does not represent the views of the Association. The Association team will do everything to ensure that the articles do not make any unfounded claims or accusations against individuals or organisations. If anyone is unhappy with an article please email [info\[at\]trainerbase.co.uk](mailto:info[at]trainerbase.co.uk). If a concern is found to be justified, the offending article will be removed from the database and an email sent out addressing that concern.

## Disability Discrimination

The Association acknowledges the need to provide a usable service under the terms of the DDA. The Association has implemented a number "styles" for the site to include standard version, enhanced version and printable version.

## Account settlement policy

All Members have an account attached to their profile. This enables credits to be accrued for the SALE of that Member's resources or when a Member they referred pays their subscription. Invoices for settlement of account credit should only be submitted once the credit balance has reached £30 or more. Settlement of invoices received by the Association will be made on or around the 28th of each month by BACS. The invoice should be for accumulated transactions from a previous calendar period(s). To be paid on the 28th of the month invoices must be received by the Association at least 3 days prior to that date. Any invoices received after this will be held over to the next month payment date. Funds may take between 3 and 5 days to be received by receiving banks. DO NOT send invoices for each transaction during the month. By using the facilities within Association site(s), the Association Members agree to the terms of this site and may not impose their own on the Association.

## Customer account settlement terms

Customer account balance raised by invoice should be settled within good time and or prior to the delivery of any service or product. Failure to settle invoices in a timely manner may result in the withdrawal of services. Accounts that are deemed excessive (60+ days) may incur a charge.

## Dormant Users

The Association will without notice, periodically remove dormant Users (remove permissions). A User is deemed to be dormant when they have not visited the Association sites for a period of 365 days or their details are deemed to be obsolete. A dormant User can be re-activated. To do this email the Association with details of the account to be re-activated. The Association will without notice, periodically suppress deactivated Members. This will include Users who have not visited the site for more than a year and have already had their permissions withdrawn.

## Technical support

The Association web sites have been optimised to be compatible with most recent web browsers. If a visitor has a problem with the facilities of the site, contact the Association. All support contact should use the Contact Form on the site as this is monitored by support staff. Technical support enquiries made direct to [info@trainerbase.co.uk](mailto:info@trainerbase.co.uk) may not be answered. Please be aware that visitors should also check that their web browser and computer are set up correctly before contacting the Association. Once the Association has investigated and has confirmed that there is nothing wrong with its own systems and database, no further support should be expected from the Association. The Association cannot be held responsible for the configuration of a visitor's web browser. The

Association is not able to offer technical or User support for a third party web site; Users should see advice from the owners of the site.

Please note: the Association does not (normally) make outgoing technical support telephone calls. If you have a problem, it is up to you to contact the Association on 01239 711544.

## Errors and Omissions

The Association, from time to time, has a need to test new and existing facilities using the active site. This testing and other development activities may result in erroneous server activity. These errors and omissions do not constitute any binding contract for any action that may or may not have taken place. The Association will not hold a User or Member liable for any notified contractual obligation and it is a condition of membership that Members shall not hold the Association liable for similar notified obligations.

## Force Majeure

The Association cannot be liable for any breach of its obligations contained above resulting from causes beyond its reasonable control including but not limited to fires, floods or damage (of its own or other premises) insurrection or riots, embargoes, destruction of or delays in transmission, power cuts or shortages, inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an 'Event of Force Majeure').

The Association agrees to give notice forthwith to its Members upon becoming aware of an Event of Force Majeure such notices to contain details of the circumstances giving rise to the Event of Force Majeure. If a default due to an Event of Force Majeure shall continue for more than 28 days then the party not in default shall be entitled to terminate the above terms. The Association shall not have any liability to its Members in respect of the termination of this agreement as a result of an Event of Force Majeure.

## CODE OF CONDUCT

This code of conduct is to set and maintain professional behaviours for Users and Members of the Learning Practitioners' Association and or its associated products and services including activities on the web sites. This code does not replace any other code of conduct defined elsewhere and must be considered in conjunction with any other code of conduct placed upon a User or Member by a third party service, body or undertaking.

The professional behaviours that the Association expects of its Members are to:

- achieve and maintain a high standard of learning and development practice
- take responsibility for their own continuing professional development
- acknowledge and honour the trust placed upon a Member by their clients, employees, peers and the public
- apply but not exceed their own expert knowledge and judgement
- respect the integrity and values of others
- apply the concept of equitability within dealings and undertakings
- act ethically
- make no false claim
- respect their position and not misuse or abuse their power
- openly declare any conflict of interest that may affect the legitimacy of an engagement
- seek to resolve any conflict that may jeopardise their own or the Associations own standing
- ensure the safety of clients, peers, suppliers and others including members of the public
- seek at all time to honour any agreed undertaking whether paid or voluntary

- have due regard for and comply with the law of the country in which they operate
- comply with the terms and conditions of the Association and Code of Conduct as laid down and amended by the Board

In respect to all Users and Members of the Association the following specific codes apply.

### User / Membership

Users of the Association web sites agree opt in to the processes and procedures set up to facilitate business between Members of the learning and development community. The Association requires that all User and Member information declared is true, accurate and up to date. Membership of the Association requires full contact details and entering non attributable information is not permitted. The named User / Member is legally responsible for the data held with the Association. Users and Members must maintain the accuracy of their information by updating their registration if and when there are any changes to personal details. Users and Members must do this immediately in the Edit Profile page. If a Member has any difficulties they should contact the Association.

Users and Members of the Association can only be listed once in any one section on the web site (Trainer, Supplier or Other). An individual cannot represent more than one organisation (for example, has duplicate registration with different email addresses).

A Member of the Association can claim discounts offered on their own behalf but not on behalf of a third party.

Disclosing User name and password to another individual whether part of a company or outside a company will not exonerate the named individual for any erroneous data or other activity that runs counter the ethos of equitability and fairness and the terms and conditions laid out here and elsewhere.

### Resources, photos and other works

The Resources/Downloads sections of the Association sites are for Members to offer material to other Users and Members. Brochures and sales material should not be posted to this section.

Members and Users storing or displaying material must be the legal owner of that material or have sought rights to copy the material. This covers resources, photographs, logos and any other work that can be deemed to have ownership or rights, whether property, intellectual or design.

### Downloads / Resources

Members of the Association share resources with the Association community in keeping with the Association code of good practice. These include:

1. That Users downloading resources credit the contributing Member as the originator of the resource(s) they choose to download.
2. That Users downloading resources use contributing Members' resources for individual professional purposes only and agree not to share these documents with others via electronic, hard copy or other means of transfer without the contributing Members' express permission. In essence this means Users should be aware that whilst there are resources on the site for research purposes, Users should seek permission from the contributor before using them in their own learning and development sessions unless it explicitly states that permission is granted.
3. That Users downloading resources who wish to adopt the contributing Members' resources for use within or by organisations obtain the contributing Members' permission before doing so.
4. That contributing Members are entitled to contact the User downloading the resource to establish appropriate\* marketing opportunities and to solicit improvement feedback and product

endorsements from Users downloading resources and may, with the User's permission, publish these comments for promotional purposes.

5. That end use of these resources by Users downloading resources is at their own risk.

6. The use of resources is for the benefit of Members and done in accordance with the above guidelines.

Downloaded material should be removed from the system of Users downloading resources that request to leave the Association.

\*Appropriate means to solicit specific feedback on a particular contribution. It is advisable not to use this as an opportunity to send unsolicited offerings or include the contributor in a newsletter or other distribution list. This may be considered spamming and will certainly decrease, through exclusion, the number of Users a contributor can contact.

## Testimonials

The Association expects Member testimonials to be posted in good faith and can be posted by the Member themselves (based on evaluation feedback) providing the testimonial is attributed and that permission has been given for the testimonial to be posted (Data Protection).

## Opportunities

Membership to the Association is for the named individual and does not constitute a company or corporate membership or asset. As such a Member cannot make applications to opportunities for or on behalf of a non Member, whether that individual be employed staff or an associate. Only Members of the Association (that have paid a subscription) are eligible to apply for any opportunity, whether posted in the Open System or in the Trainer Opportunity Management System (TOMS). A Member must not submit CVs of non Members for an opportunity. When making an application for an Opportunity, an applicant must not use this as a vehicle for selling other services, not specific to the description of the Opportunity; e.g. the requirement is for a Coach and the application states "I am not a coach but I run train the coach courses". This is unsolicited marketing and constitutes SPAM. Report of any activity will be investigated and may result in sanctions being taken against the offending Member.

The implied requirements of the various regulations and rules concerning 'employment and recruitment agencies' necessitates that the Association clearly defines a code that differentiate between individuals or organisations posting the opportunity on their own behalf and those acting as an Agent for (or associate of) another party. Membership and use of the Association services requires and is on the express condition that those acting as Agents for or on behalf of another party state clearly that they are acting as such in the tender description and that those few organisations advertising opportunities at arms length (i.e., for a third party organisation) also state such fact clearly. Classifications are:

'Direct' - the contact details are those of the contracting firm or business seeking trainers to provide learning and development services DIRECT to a client, or

'Agent' - the contact details are those of an agent posting the Opportunity ON BEHALF OF a firm or business seeking trainers to provide services to a client, or

'Associate' - the contact details are of a company posting the Opportunity to source a trainer to work on the company's behalf for one of its associated clients or firms and on whose behalf the learning and development required is to be provided to a client THROUGH A THIRD PARTY ORGANISATION.

Advertisers seeking trainers of specific gender, age, race, religion, ability, sexual preference, ethnicity or to be based in a specific geographic location, do so on the express condition that such requirements are permitted (both directly and indirectly) under the various discrimination acts and

that by inserting such Opportunities on the Association web sites they indemnify the Association from any liability whatsoever, whether under the criminal or civil law, for any infringement or alleged infringement of such discrimination acts.

The Association expects individuals or companies to act respectfully towards Members. If a Member applies for an opportunity, the Association requests that the recipient of the Opportunity application has the courtesy to reply to the applicant.

### Discussion forums

The Association discussion forums are for the benefit of the Association and the Members and Members should consider their contribution carefully prior to submission. Member may post messages with a wide variety of non L&D and L&D content with the exception of a few message types. Overt sales and marketing postings are not permitted. Members should not report technical support issues via the forums; these should be made direct to the Association. Members should not comment on Association management or governance issues; these should be made direct to the Association or Council. Members should not make posting that might be seen as an attack on an individual or be perceived as being unethical or unprofessional.

Members make postings on the understanding that moderation of the forums rests with the Association.

### Information disclosure

Certain information displayed on the Association web sites is privileged and reserved for Members only. Members are not permitted to disclose this information to any other Member or non member. Members found to be disclosing restricted information run the risk of being removed from the Association without notice.

### Spam and Spamming

Unauthorised harvesting of emails from the Association site or the use of Member profile contact forms for the purpose of selling products or services is not permitted. The sending of unsolicited emails to an individual for the purpose of selling a product or service is in direct contravention of the EU Directive on Privacy and Electronic Communications. This is classed as Spamming. The Association reserves the right to investigate this practice with the relevant authorities and take appropriate action. This may include the removal of a Member from the Association if they are found to be in contravention of this code.

### Payments

Attempting to use a chargeback facility via the credit card payment systems to gain a refund incurs a cost to the Association and may be seen as non acceptance of the Associations terms and conditions. The Association reserves to right to recover such charge back fees and sanction Members for such activity.

### Abuse policy

Please be aware that the Association and its web sites are administered and used by people and as the Association endeavours to treat its Members with respect, Members should also treat the Association staff and other Members with respect. The Association runs a zero tolerance policy and will not tolerate bullying, abusive, insulting or other inflammatory messages whether they be about

the individual or the actions of an individual (the Association treats following 2 comments as comparable: 1) "You are an idiot", 2). "You act like an idiot". Both of these may be seen as insulting and may be considered bullying). Identification of any such message will result in the Member account being disabled, pending a review of the content. If the content is found to be inappropriate the Association reserve the right to delete the Member from the Association and add the name to an exclusion list.

A Member whose activities run counter to the above code, whether intentional or by accident, may render that individual's continued presence in the Association unacceptable.

## NOTICE

### Alterations

The above terms and code may be changed without notice to comply with regulations and other constraints in pursuing a fair and equitable presence. This may result in facilities or approvals being withdrawn without notice in order to comply with the regulations that govern the operation of the Association and its web sites. This may also result in retrospective measures to affect a fair and balanced presence for all Members. The Association will however take all reasonable steps to notify Members affected by the alteration to their membership or services attributable to their membership, though this may on occasions be after the event.

### No Waiver

The Association's failure to insist upon strict performance of any provision of these terms and or code shall not be deemed to be a waiver of its rights or remedies in respect of any past, present or future default of the Members in performance or compliance with these Terms and Code.

### Jurisdiction

The laws of the United Kingdom apply to the jurisdiction and governance of the Association and its web sites.