



INITIATIVE TRAINING GROUP

Online Materials Policy

Terms for digital learning, online courses and course materials

Version 2.2

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Legal entity	The Initiative Training GP Limited
Company number	06204390
Trading names	Initiative Training Group and Initiative Training Oracle
Replaces	Online Materials Policy dated 16 July 2020

This document should be made available before an order is placed and retained with the order confirmation.

Important information

Please read this Policy before purchasing, activating or using any Course or Course Materials. It forms part of the contract between you and us. Additional terms may appear in an order form, proposal, course description, learning agreement or reseller agreement. Where terms conflict, clause 3 explains which document takes priority.

Key terms at a glance

- You receive a limited licence to use the Course Materials. Ownership does not pass to you.
- Each individual learner requires a separate seat, enrolment or Enrolment Key unless an organisation-wide licence is expressly stated.
- Course Materials and account credentials must not be shared, resold, uploaded to public platforms or used to train or operate artificial-intelligence systems without our written permission.
- Unless the Order says otherwise, an Enrolment Key must be activated within six months of purchase and access lasts for six months from activation.
- Consumers normally have a 14-day cancellation period. Requesting immediate access to digital content can bring that right to an end once supply starts, but only where the required express consent and acknowledgement have been obtained.

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1. About us and these terms

- 1.1** We are The Initiative Training GP Limited, a company registered in England and Wales under company number 06204390. We trade as Initiative Training Group and Initiative Training Oracle. In this Policy, "ITG", "we", "us" and "our" refer to that company.
- 1.2** This Policy applies to digital learning products, online and blended Courses, downloadable materials, recorded content, assessments, templates, learner-management-system access and related support supplied by or on behalf of ITG.
- 1.3** The Website and Course Materials are intended to provide education and training. They do not replace professional advice tailored to a particular legal, medical, security, operational or commercial situation.
- 1.4** If you purchase as a Consumer, your statutory rights apply in addition to this Policy and are not reduced by it. Clauses that are expressly stated to apply to Business Clients do not apply to Consumers.

2. Definitions

- 2.1 Business Client:** a person acting wholly or mainly for purposes relating to a trade, business, craft or profession, including an organisation buying access for its personnel.
- 2.2 Consumer:** an individual acting wholly or mainly outside their trade, business, craft or profession.
- 2.3 Course:** a self-paced, instructor-led, live, recorded, online, offline or blended learning product supplied by or through ITG.
- 2.4 Course Fee:** the price payable for a Course, seat, licence, subscription, bundle or related service, excluding VAT unless stated otherwise.
- 2.5 Course Materials:** all text, video, audio, slides, assessments, questions, workbooks, templates, diagrams, downloads, software, recordings and other learning content made available as part of a Course.
- 2.6 Enrolment Key:** a unique code, link or credential used to allocate a Course to a learner.
- 2.7 Learner:** the individual authorised to access a Course.
- 2.8 LMS:** a learner management system or other platform used to provide, administer or track access.
- 2.9 Order:** the order form, online checkout, proposal, quotation, invoice, statement of work, licence schedule or reseller order under which a Course is purchased.
- 2.10 Reseller:** an authorised third party that sells or arranges access to a Course.
- 2.11 Website:** www.initiativetraininggroup.com, www.initiativetrainingoracle.com, and any replacement site, subdomain, portal or LMS operated for ITG.

3. Contract documents and priority

- 3.1** The contract may include this Policy, the Order, the relevant course description, a learning agreement, our Website Terms, our Privacy and Cookies Policy and any expressly incorporated special conditions.
- 3.2** If those documents conflict, the following order of priority applies: (a) any signed special conditions; (b) the Order; (c) the course description or learning agreement; (d) this Policy; and (e) general Website Terms.
- 3.3** A Reseller may impose separate terms concerning payment, invoicing and cancellation. ITG's licence and acceptable-use terms continue to apply to the Learner's use of the Course Materials.

4. Eligibility, registration and account security

- 4.1** You must be at least 18 years old to place an Order. A Learner aged 16 or 17 may use a Course only where access has been authorised by a parent, guardian, school, employer or other responsible organisation.
- 4.2** Registration information must be accurate, complete and kept up to date. We may refuse or cancel registration where reasonably necessary to prevent fraud, protect security, comply with law or enforce this Policy.

- 4.3** Accounts, passwords and Enrolment Keys are personal to the authorised user. They must not be shared. You are responsible for activity carried out using your credentials unless the activity results from our failure to use reasonable care.
- 4.4** You must notify us promptly if credentials are lost, disclosed or used without authority. We may require a password reset, multi-factor authentication or other reasonable security measures.

5. Orders and contract formation

- 5.1** Course descriptions and prices are invitations to place an Order. Submitting an Order is an offer to buy on the applicable contract terms.
- 5.2** A binding contract is formed when we issue an order-confirmation email, provide an invoice expressly accepting the Order, or make the Course available, whichever occurs first.
- 5.3** An automated payment receipt does not by itself confirm acceptance where the Course is unavailable, the price is clearly incorrect, eligibility requirements are not met or fraud or misuse is suspected.
- 5.4** We may reject an Order before acceptance and will refund any payment taken for that rejected Order.
- 5.5** You should retain the order confirmation and a copy of this Policy in a form that can be stored and reproduced.

6. Prices and payment

- 6.1** Prices are stated in pounds sterling and exclude VAT unless the Website or Order says otherwise. The total price, VAT and any additional mandatory charges will be shown before the Order is submitted.
- 6.2** Online payments may be processed by a third-party payment provider identified at checkout. We do not require you to send full card details by ordinary email.
- 6.3** For invoice purchases, payment is due by the date stated on the invoice or Order. We may suspend unactivated Business Client access while an undisputed invoice remains overdue after reasonable notice.
- 6.4** If a displayed price is obviously wrong, we will tell you before accepting or fulfilling the Order. You may proceed at the correct price or cancel for a full refund.
- 6.5** You are responsible for internet, device, software, telephone, roaming or other third-party charges incurred in accessing a Course.

7. Access, delivery and duration

- 7.1** We will provide access after acceptance of the Order and receipt of any payment required before delivery. Access may be provided through an account, link, download, Enrolment Key, LMS allocation or other method stated in the Order.
- 7.2** The access period and any activation deadline are those stated in the Order or course description. If neither states a period, an Enrolment Key must be activated within six months of purchase and access lasts for six months from activation.
- 7.3** Access begins when the Course is first made available to the relevant account or when an Enrolment Key is activated, as specified in the Order.
- 7.4** Access is not permanent unless the Order expressly says that it is. Expired access, keys, credits or enrolments are not automatically extended or replaced.
- 7.5** We may agree a reasonable extension or alternative format as a reasonable adjustment for disability or another substantial access barrier. Requests should be made as early as reasonably possible.
- 7.6** If we fail to provide access because of our error, we will use reasonable efforts to restore access and extend the access period to reflect any material lost time.

8. Licence and permitted use

- 8.1** Once the applicable Course Fee has been paid, we grant the authorised Learner a limited, non-exclusive, non-transferable licence to use the Course Materials during the access period for personal learning or internal workplace use.
- 8.2** The Course Materials are licensed, not sold. ITG and its licensors retain all copyright, database rights, trade marks and other intellectual-property rights.

- 8.3** A Learner may view Course Materials on compatible devices and may print or download a reasonable number of copies only where the Course expressly enables this, solely for that Learner's own study or internal work.
- 8.4** Completed templates may be used internally for the Learner's or Business Client's own operations. This does not permit resale, publication, creation of competing training products or distribution of the underlying template.
- 8.5** Unless we give prior written permission, you must not:
- copy, reproduce, translate, adapt, edit, republish, record, screen-capture, transmit, display publicly or distribute Course Materials except as expressly allowed;
 - sell, rent, sublicense, lend, assign or commercially exploit a Course or Course Materials;
 - share an account, password, Enrolment Key, download or seat with an unauthorised person;
 - remove copyright notices, watermarks, branding or technical protections;
 - scrape, systematically extract, data-mine or index Course Materials;
 - upload Course Materials to public file-sharing sites, shared repositories, social-media platforms or unauthorised third-party services;
 - use Course Materials to train, fine-tune, ground, evaluate or operate an artificial-intelligence or machine-learning system, or submit them to a generative-AI service, except with our written permission; or
 - use the Course or Website unlawfully, maliciously or in a way that could compromise security, availability or another user's rights.
- 8.6** Nothing in this clause prevents a use permitted by law that cannot lawfully be restricted, including reasonable adaptations required for accessibility. Please contact us before making an adaptation so that we can provide an appropriate format where practicable.

9. Organisation purchases, seats and Enrolment Keys

- 9.1** A Business Client may allocate only the number of Learners, seats or Enrolment Keys purchased under the Order. An organisation-wide or site-wide licence exists only where the Order expressly states it.
- 9.2** An unactivated seat or Enrolment Key may be reassigned within the purchasing organisation. Once activated, it is allocated to that Learner and may be transferred only with our written agreement.
- 9.3** The Business Client is responsible for authorised allocation, maintaining an accurate learner list, notifying Learners of these terms and preventing unauthorised access.
- 9.4** Where LMS administration rights are provided, administrators must use them only for legitimate internal learning administration and must protect any learner information visible to them.
- 9.5** Prepaid credits or unallocated enrolments are valid for the period stated in the Order. If no period is stated, they must be used within 12 months of purchase. For Business Clients, unused credit is non-refundable after that period unless the Order says otherwise.
- 9.6** If access was purchased from a Reseller, the Reseller is responsible for its own payment and refund obligations. If the Reseller's authority ends, we will take reasonable steps to preserve valid paid access where practicable, but may require evidence of purchase.

10. Course content, changes and learner responsibilities

- 10.1** We will supply the Course substantially in accordance with its description at the time the Order is accepted.
- 10.2** A Course may include self-directed learning, live teaching, tutor support, assessment or certification only where the course description or Order says so. No form of support should be assumed merely because other ITG Courses include it.
- 10.3** We may make reasonable changes to improve accuracy, reflect changes in law or good practice, correct errors, update technology or protect safety and security, provided the overall purpose and value of the Course are not materially reduced.
- 10.4** If a change materially reduces a paid Course and no reasonable alternative is available, we will offer an appropriate remedy, which may include replacement access, an extension or a refund for the materially affected unused part.

- 10.5** Course completion, assessment results, accreditation or a particular professional outcome are not guaranteed unless expressly stated. Learners remain responsible for attendance, study, accurate submissions and applying learning appropriately.
- 10.6** Learners must behave professionally during live sessions and communications. Threatening, abusive, discriminatory, harassing or deliberately disruptive behaviour is prohibited.

11. Technical requirements, support and availability

- 11.1** You are responsible for checking any published minimum technical requirements before purchase and for maintaining a compatible device, current browser, reliable internet connection, suitable software and appropriate security controls.
- 11.2** Where practicable, we may provide samples, specifications or demonstrations so that compatibility can be checked before purchase.
- 11.3** Technical support is available by telephone or email from 8.00 am to 6.00 pm, Monday to Friday, excluding public holidays in England, unless the Website states different hours.
- 11.4** We will provide technical support with reasonable skill and care but do not guarantee that every problem can be resolved, particularly where it concerns the Learner's device, network, software, employer controls or a third-party platform.
- 11.5** We may carry out planned or emergency maintenance. We will use reasonable efforts to minimise disruption and, where practicable, give notice of material planned downtime.
- 11.6** You should keep suitable backups of your own notes, completed templates and data. We are not responsible for loss caused solely by your failure to save or back up your own work.

12. Third-party platforms and links

- 12.1** Some Courses rely on third-party hosting, video, payment, conferencing, assessment or LMS services. Their availability and separate terms may affect access.
- 12.2** Links to third-party websites are provided for convenience or learning context. We do not control those websites and are not responsible for their content, security, availability or transactions.
- 12.3** We remain responsible for our own obligations and will use reasonable care when selecting material third-party suppliers, but we are not liable for a third party's independent act or omission where the loss was not caused by our breach.

13. Consumer cancellation rights

- 13.1** This clause applies only where the purchaser is a Consumer and the contract was concluded at a distance, such as online or by telephone.
- 13.2** Subject to the rules below, you may cancel within 14 days after the day on which the contract is formed, without giving a reason.
- 13.3** Digital content supplied immediately: before supply begins during the 14-day cancellation period, we will ask you to expressly request immediate supply and acknowledge that your cancellation right will be lost once supply begins. If you give both confirmations, the cancellation right ends when supply begins.
- 13.4** If we begin supplying digital content during the cancellation period without obtaining the confirmations required by law, your cancellation rights and payment obligations will be determined by applicable consumer law and are not restricted by this Policy.
- 13.5** Services supplied during the cancellation period: if you expressly request a live, tutor-supported or other service to begin before the cancellation period ends and then cancel, we may charge a proportionate amount for the service supplied up to cancellation. The right to cancel ends once the service is fully performed only where the legally required request and acknowledgement have been obtained.
- 13.6** To cancel, send a clear statement by email, post or telephone using the contact details in clause 23. You may use any model cancellation form provided at checkout, but you do not have to.
- 13.7** Where a refund is due, we will make it without undue delay and normally within 14 days after being informed of the cancellation, using the original payment method unless otherwise agreed.
- 13.8** Cancellation rights do not affect your rights where digital content or services are faulty, misdescribed or not supplied with reasonable care and skill.

14. Business-customer cancellations

- 14.1** Business Clients do not have a statutory consumer cooling-off right. Cancellation and refund rights are those stated in the Order and this clause.
- 14.2** Before access is issued or work begins, a Business Client may request cancellation. Unless the Order says otherwise, we will refund sums paid less reasonable third-party and administration costs already incurred.
- 14.3** After access is issued, a seat is activated, a download is supplied, a live session is reserved or work begins, fees are non-refundable except where the Course is faulty, materially misdescribed, cancelled by us without a suitable alternative, or we otherwise agree in writing.
- 14.4** Where an Order includes bespoke development, scheduled teaching or reserved resources, the cancellation charges in the Order or proposal apply.

15. Quality, faults and statutory rights

- 15.1** We will provide our services with reasonable care and skill and will provide digital content that substantially matches its description.
- 15.2** Consumers have legal rights in relation to digital content, including rights concerning satisfactory quality, fitness for a disclosed purpose and conformity with description. Nothing in this Policy excludes or limits those rights.
- 15.3** If Course Materials are faulty or access does not work because of our systems, contact us promptly with reasonable details. Depending on the circumstances, we may repair the problem, restore or repeat access, provide replacement content, reduce the price or issue a refund where required.
- 15.4** We do not promise that a Course will meet an undisclosed requirement, be compatible with technology outside the published requirements, remain free from every minor error or produce a particular result.
- 15.5** Any accreditation, continuing-professional-development status or qualification applies only where expressly stated and may depend on assessment, attendance, identity checks or third-party rules.

16. Suspension and termination

- 16.1** We may temporarily suspend access where reasonably necessary to investigate security concerns, prevent misuse, comply with law, address non-payment by a Business Client or protect users, staff, systems or intellectual property.
- 16.2** We may terminate access for a material or repeated breach of this Policy. Where the breach can reasonably be remedied, we will normally give notice and a reasonable opportunity to do so. Immediate action may be taken for serious misconduct, unlawful activity, credential sharing, piracy, cyberattack or threats to safety.
- 16.3** If we terminate because of your material breach, no refund is due except where required by law. If we permanently discontinue a paid Course for reasons not caused by you, we will provide a reasonable alternative, extension or refund for the unused part.
- 16.4** When access ends, the licence ends. You must stop using and, where reasonably practicable, delete unauthorised retained copies of Course Materials. Clauses concerning intellectual property, liability, payment and disputes continue where their nature requires.
- 16.5** Account closure does not require us to erase records that we must or may lawfully retain for accounting, legal, fraud-prevention, security or dispute purposes.

17. Privacy, security and accessibility

- 17.1** We process personal information in accordance with our Privacy and Cookies Policy and applicable data-protection law. The Privacy and Cookies Policy explains the purposes, lawful bases, retention periods, sharing and individual rights.
- 17.2** We use reasonable technical and organisational measures to protect accounts and learner information. Users must also follow the security requirements in clause 4.
- 17.3** Business Clients that upload or administer learner information must have an appropriate lawful basis and must provide any notices required to their Learners.

- 17.4** We aim to make Courses reasonably accessible and will consider reasonable adjustments. Accessibility requests should be sent to the contact details in clause 23 and should explain the barrier and the adjustment sought.
- 17.5** We may not control every accessibility feature of a third-party platform, but we will consider reasonable alternatives where practicable.

18. Liability

- 18.1** Nothing in this Policy excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of statutory rights that cannot lawfully be excluded, or any other liability that the law does not permit us to exclude.
- 18.2** Consumers: we are responsible for loss or damage that is a foreseeable result of our breach or failure to use reasonable care and skill. We are not responsible for loss that was not foreseeable, for business losses arising from Consumer use, or for loss caused by your own breach or incompatible equipment.
- 18.3** Consumers retain any statutory right to compensation where defective digital content supplied by us damages a device or other digital content and we failed to use reasonable care and skill.
- 18.4** Business Clients: subject to clause 18.1, we are not liable for indirect or consequential loss, loss of profit, revenue, anticipated savings, business opportunity, goodwill or data, except to the extent the loss results from our failure to use reasonable care in protecting data.
- 18.5** Business Clients: subject to clause 18.1, our total aggregate liability arising from an affected Order will not exceed 100% of the fees paid or payable under that Order. This cap does not reduce any separate higher limit expressly agreed in the Order.
- 18.6** We are not liable for a failure caused solely by your device, software, network, employer security settings, failure to follow reasonable instructions or an independent third-party service outside our reasonable control.
- 18.7** Each limitation in this clause operates separately. If one is unenforceable, the remainder continues to apply.

19. Events beyond our reasonable control

- 19.1** We are not responsible for delay or failure caused by events beyond our reasonable control, including widespread telecommunications failure, cyberattack despite reasonable precautions, utility failure, epidemic, natural disaster, civil emergency, industrial action or government restriction.
- 19.2** We will take reasonable steps to reduce the effect of such an event and resume performance. If a material interruption continues for an unreasonable period, we will consider an extension, alternative delivery or appropriate refund for the unused affected part.

20. Complaints

- 20.1** Complaints should be sent to info@initiativetraininggroup.com with the purchaser's name, Order reference, Course and a clear description of the issue.
- 20.2** We will acknowledge a complaint promptly and aim to provide a substantive response within 10 working days. Complex matters may take longer, in which case we will provide an update.
- 20.3** This complaints process does not restrict any statutory right, chargeback right, right to contact Trading Standards or right to bring legal proceedings.

21. Changes to this Policy

- 21.1** We may update this Policy for future Orders. The version in force when an Order is accepted will normally govern that Order.
- 21.2** We may apply a later change to an existing Course where reasonably necessary for law, security, platform operation or to benefit users, provided it does not materially reduce paid rights.
- 21.3** We will give reasonable notice of a material adverse change that affects an existing paid access period. If the change materially disadvantages you and is not required by law or security, an appropriate remedy will be offered.

22. Governing law and courts

- 22.1** This Policy and any dispute are governed by the law of England and Wales.
- 22.2** For Business Clients, the courts of England and Wales have exclusive jurisdiction unless the Order states otherwise.
- 22.3** For Consumers, the courts of England and Wales have non-exclusive jurisdiction. A Consumer resident in Scotland or Northern Ireland may also bring proceedings in the courts of their home jurisdiction, and any mandatory consumer protection of that jurisdiction continues to apply.

23. Contact and document control

Legal entity	The Initiative Training GP Limited
Registered office	4th Floor - 166 College Road, Harrow, England, HA1 1BH
Correspondence address	PO Box 134, Hereford HR1 9ET
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