



INITIATIVE
TRAINING GROUP

ONLINE TRAINING POLICY

Initiative Training Group and Initiative Training Oracle

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Policy owner: Managing Director | Next scheduled review: July 2027



Document control

Document title	Online Training Policy
Organisation	The Initiative Training GP Limited, trading as Initiative Training Group and Initiative Training Oracle
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Review cycle	At least annually, and sooner following material legal, regulatory, platform or operational change

Revision history

Version	Date	Authorised by	Summary of change
1.0	16 July 2020	Managing Director	Original issue.
2.0	23 July 2026	Managing Director	Full review and rewrite. Updated consumer cancellation rights, quality standards, privacy wording, accessibility, assessment integrity, technical delivery, complaints and liability provisions.
2.1	23 July 2026	Managing Director	Standardised references to the Privacy and Cookies Policy (previously listed separately as Privacy Statement and Cookies Policy) throughout the document.
2.2	23 July 2026	Managing Director	Repointed the cookie-technology cross-reference in clause 13.6 from the Privacy and Cookies Policy to the standalone Cookie Notice.
2.3	23 July 2026	Managing Director	Aligned the Course fee definition's VAT treatment with the Online Materials Policy, and added an explicit order-of-priority statement for related documents.

Related documents

This policy should be read with the applicable course description, Learning Agreement, Website Terms and Conditions, Online Materials Policy, Privacy and Cookies Policy, complaints procedure and appeals procedure. Course-specific information supplied before enrolment also forms part of the contract.

If these documents conflict, the following order of priority applies: any signed special conditions; the applicable course description or Learning Agreement; this Policy; then the general Website Terms and Conditions.

Status of this policy



This document sets out the conditions on which learners may access and use online training. Nothing in it limits any statutory rights that cannot lawfully be excluded or restricted.



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1. Purpose, scope and status

- 1.1** This policy applies to online courses, blended learning, virtual classroom activity, digital course materials, assessment and learner support supplied by us through our websites, learning platforms or approved third-party systems.
- 1.2** It applies whether the course fee is paid by the learner, an employer, a funder or another person. Where an employer or other organisation purchases training, its contract with us may contain additional commercial terms.
- 1.3** By enrolling, accepting a Learning Agreement, or first accessing a course, you confirm that you have read and agree to this policy and the applicable course-specific terms.
- 1.4** If course-specific terms conflict with this policy, the more specific term will apply to the extent that it is lawful and was clearly provided before enrolment. Statutory rights take priority in all cases.

2. Provider details and definitions

- 2.1** The training provider is The Initiative Training GP Limited, company number 06204390, trading as Initiative Training Group and Initiative Training Oracle. References to "we", "us" and "our" mean that company.
- 2.2** "You" and "learner" mean the individual enrolled on or using a course. "Purchaser" means the person or organisation responsible for buying the course where that is not the learner.
- 2.3** "Advisor" means a person providing general learner support. "Tutor" means a person providing subject-specific teaching, guidance or feedback.
- 2.4** "Course" means the online or blended programme identified in the course description or Learning Agreement. "Services" includes course access, digital materials, tutor or advisor support, assessment and related learning-platform services.
- 2.5** "Course fee" means the price payable for the course, including any separately identified assessment or certification fee, and excludes VAT unless stated otherwise.
- 2.6** "Consumer" means an individual acting mainly for purposes outside their trade, business, craft or profession.

3. Enrolment and contract formation

- 3.1** We will provide sufficient pre-enrolment information to allow the learner or purchaser to decide whether the course is suitable. This normally includes the course aims, content, delivery method, entry requirements, technical requirements, duration or access period, assessment method, price and any relevant awarding-body conditions.



- 3.2 The learner and purchaser are responsible for checking that the course is appropriate for their needs and that any stated prerequisites are met. Our staff may provide guidance, but the final enrolment decision remains with the learner or purchaser.
- 3.3 An order is an offer to buy the course. The contract is formed when we issue written confirmation of enrolment, provide access to the course, or otherwise expressly accept the order, whichever occurs first.
- 3.4 We may refuse or defer enrolment where entry requirements are not met, payment or funding has not been confirmed, capacity is unavailable, identity checks are incomplete, or there is another reasonable legal, safeguarding, security or operational reason.
- 3.5 The learner must ensure that information supplied during enrolment is complete and accurate and must promptly tell us of material changes.

4. Course access and learner responsibilities

- 4.1 Course access is personal to the enrolled learner. Usernames, passwords, learner reference numbers and access links must not be shared, transferred, sold or used by another person.
- 4.2 Access lasts for the period stated in the course description, order confirmation or Learning Agreement. Access does not continue indefinitely unless we expressly state otherwise.
- 4.3 The learner must use the course lawfully, respectfully and only for legitimate learning purposes. The learner must not interfere with the platform, introduce malicious code, attempt to bypass security, scrape content, misuse communication tools, or harass staff or other learners.
- 4.4 The learner is responsible for maintaining suitable equipment, internet access and a safe learning environment, and for saving copies of work where the platform permits. The learner must follow reasonable technical and security instructions.
- 4.5 Learners must notify us promptly of unauthorised account use, suspected compromise, accessibility difficulties, technical problems or circumstances likely to affect participation or assessment.
- 4.6 Where a learner is enrolled by an employer, funder or commissioning organisation, we may share attendance, progress, assessment status and completion information with that organisation where this is lawful and described in our Privacy and Cookies Policy or the relevant agreement.

5. Fees and payment

- 5.1 The course fee and payment arrangements will be stated before enrolment. Unless agreed otherwise, fees are payable before access is provided.
- 5.2 Where payment is made by an employer, funder or other purchaser, the learner remains responsible for complying with this policy even though they may not be personally liable for the fee.
- 5.3 We may withhold new access, assessment results or certificates where undisputed fees are overdue, provided that doing so is lawful and proportionate. We will not withhold information where this would unlawfully interfere with a learner's statutory or regulatory rights.
- 5.4 Additional fees will only apply where they were disclosed before enrolment or arise from a later optional request, such as replacement certificates, reassessment, extended access or additional tutor support.

6. Course delivery, technical requirements and support

- 6.1 We will use reasonable skill and care in providing the services. Support arrangements, contact methods and normal response times will be published on the relevant course or website.
- 6.2 The learner must check the published technical requirements before enrolment. We do not guarantee compatibility with every device, operating system, browser, network, firewall, assistive technology or third-party application.
- 6.3 We may provide reasonable technical guidance about accessing our course. We cannot provide general IT support or guarantee that guidance will resolve problems caused by the learner's device, network, software, employer controls or third-party services.
- 6.4 We aim to keep online services reasonably available but do not promise uninterrupted access. Planned maintenance, urgent security work, software updates, telecommunications failure or third-party outages may temporarily affect availability.



- 6.5 Where a material outage within our control substantially prevents course use, we will take reasonable steps to restore access and, where appropriate, extend the access period, reschedule activity or provide an alternative method of delivery.
- 6.6 Some elements may be delivered through third-party learning, video, assessment or payment platforms. Use of those platforms may also be subject to their lawful user terms and privacy information.

7. Assessment, academic integrity and certification

- 7.1 Where assessment forms part of the course, the applicable assessment criteria, submission requirements, permitted resources and pass requirements will be explained to the learner.
- 7.2 All submitted work must be the learner's own unless collaboration is expressly permitted. Impersonation, plagiarism, fabrication, unauthorised assistance, collusion, cheating or misuse of assessment materials may be investigated as academic misconduct.
- 7.3 Artificial intelligence tools may only be used where the course or assessment instructions expressly permit them. Any permitted use must be declared and must comply with the relevant assessment, confidentiality, data protection and intellectual property requirements.
- 7.4 We may use proportionate identity, authorship, plagiarism or assessment-integrity checks. We will handle information generated by those checks in accordance with applicable data protection law and our Privacy and Cookies Policy.
- 7.5 A learner does not obtain a qualification or certificate merely by paying a fee or accessing a course. The learner must meet all stated learning, attendance, assessment, identity and administrative requirements.
- 7.6 Assessment decisions may be subject to internal quality assurance, moderation and awarding-body rules. Appeals must be made under the applicable appeals procedure and within any stated time limit.
- 7.7 Certificates and records may be issued electronically. Replacement certificates may attract a reasonable administrative fee where disclosed in advance.

8. Quality standards and changes to courses

- 8.1 We will provide services with reasonable care and skill. Digital course materials supplied to a consumer will be of satisfactory quality, fit for any particular purpose made known and accepted by us, and as described, subject to the limits of the course description and applicable law.
- 8.2 Courses support learning and competence development, but outcomes depend on factors including participation, prior knowledge, effort and assessment performance. We do not guarantee a particular result, employment outcome, promotion, licence, accreditation or qualification unless expressly stated and achieved under the relevant requirements.
- 8.3 We may make reasonable updates to content, examples, links, software, tutors, scheduling or delivery arrangements to maintain accuracy, security, accessibility, regulatory alignment or educational quality.
- 8.4 We will not make a material change that substantially reduces the main benefit of a paid course without good reason. Where a material change adversely affects the learner, we will offer an appropriate remedy, which may include an alternative course, rescheduling, extended access, a price reduction or refund for the affected element.
- 8.5 Course information is general training content and is not a substitute for legal, medical, financial, operational or other specialist advice unless the course expressly states that such professional advice is being provided.

9. Intellectual property and permitted use

- 9.1 We or our licensors own the copyright and other intellectual property rights in the course, platform content, videos, presentations, assessments, graphics, templates and supporting materials.
- 9.2 Subject to payment and compliance with this policy, we grant the learner a limited, personal, non-exclusive, non-transferable and revocable licence to access and use the course for private study and internal learning during the stated access period.
- 9.3 The learner may download or print materials only where the course permits and only in reasonable quantities for personal study. Any permitted copy must retain copyright, confidentiality and attribution notices.
- 9.4 The learner must not copy, record, republish, upload, distribute, sell, sublicense, translate, adapt, reverse engineer, create derivative products from, or commercially exploit any part of the course without prior written permission.



- 9.5** Live sessions, other learners, staff and third-party content must not be photographed, recorded or shared unless we have expressly authorised it and all necessary consents have been obtained.
- 9.6** Unauthorised use may result in suspension or termination and may infringe intellectual property, confidentiality or data protection rights.

10. Cancellation, withdrawal and refunds

Consumer cancellation right

Where a consumer buys a course online, by telephone or otherwise at a distance, the usual statutory cancellation period is 14 days after the day on which the contract is entered into. Different rules apply once digital content or requested services begin.

- 10.1** A consumer may normally cancel a distance contract within 14 days after the day on which the contract is entered into, without giving a reason. Cancellation may be made by any clear statement, including the model form in Appendix A, using the contact details supplied with the order confirmation or published on our website.
- 10.2** If a consumer asks us to provide immediate access to digital content during the cancellation period, we will seek express consent to begin supply and acknowledgement that the cancellation right will be lost once supply begins. Where those requirements are met and access begins, the consumer will no longer have the statutory right to cancel that digital content merely because they have changed their mind.
- 10.3** If a consumer asks us to begin a service, such as live teaching or tutor support, during the cancellation period and then cancels before it is fully performed, we may charge a proportionate amount for the service supplied up to cancellation where the law permits. The right to cancel a fully performed service may be lost where the consumer gave the required express consent and acknowledgement.
- 10.4** Where a valid cancellation gives rise to a refund, 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.
- 10.5** After the statutory cancellation period, a learner may withdraw at any time, but there is no automatic right to a refund for change of mind unless the course description, Learning Agreement or applicable law provides otherwise. We may consider exceptional circumstances fairly and consistently.
- 10.6** Where an employer or other organisation purchases the course for business purposes, statutory consumer cancellation rights may not apply. Cancellation and substitution will then be governed by the proposal, booking confirmation, Learning Agreement or our business terms and conditions.
- 10.7** Nothing in this section affects rights and remedies where a course or digital content is faulty, not as described, not supplied with reasonable care and skill, or otherwise fails to meet a statutory requirement.

11. Suspension and termination

- 11.1** We may suspend access while we investigate suspected account compromise, non-payment, misconduct, academic integrity concerns, unlawful use, safeguarding risk or a serious breach of this policy.
- 11.2** Except where immediate action is reasonably necessary, we will explain the concern and give the learner a reasonable opportunity to respond or correct the breach.
- 11.3** We may terminate access for a serious breach or a repeated breach that is not remedied, including credential sharing, deliberate platform interference, harassment, impersonation, serious academic misconduct or unlawful distribution of materials.
- 11.4** Where access is terminated because of the learner's breach, refunds are not automatic and will depend on the circumstances, the value already supplied and applicable law. We will not impose a disproportionate financial penalty.
- 11.5** If we cancel a course for reasons not caused by the learner, we will offer a reasonable alternative, rescheduling or a refund for the part not supplied. This does not affect any additional statutory remedy.

12. Complaints, appeals and reasonable adjustments

- 12.1** A learner who is dissatisfied with the service should raise the matter promptly with their tutor or advisor, or use the complaints contact details published on our website or in the Learning Agreement.
- 12.2** We will acknowledge, investigate and respond to complaints fairly, proportionately and without disadvantaging a learner for raising a genuine concern. The complaints procedure explains escalation routes and expected timescales.



- 12.3** Assessment appeals must follow the separate appeals procedure. A complaint about service and an appeal against an assessment decision may be considered separately.
- 12.4** We are committed to providing access without unlawful discrimination. Learners should tell us as early as possible about disabilities, health conditions or other needs that may require reasonable adjustments.
- 12.5** We will consider reasonable adjustments to access, communication, course delivery and assessment, subject to safety, awarding-body rules and any competence standard that must genuinely be demonstrated. We may request relevant information where reasonably necessary to identify an effective adjustment.
- 12.6** If a complaint cannot be resolved internally, a consumer may seek independent advice or pursue any external dispute-resolution or legal route available to them. We will identify any mandatory or subscribed alternative dispute-resolution scheme where one applies.

13. Privacy, data protection and account security

- 13.1** We process personal information in accordance with applicable UK data protection law, including the UK GDPR and the Data Protection Act 2018 as amended. Our Privacy and Cookies Policy explains what information we collect, why we use it, lawful bases, sharing, retention, international transfers, security, individual rights and how to complain.
- 13.2** Depending on the course, information may be shared lawfully with tutors, platform providers, payment processors, awarding bodies, quality assurers, employers, funders, regulators or professional advisers. We will not sell learner personal information.
- 13.3** Learners must keep login details confidential and use strong, unique passwords. We will not ask a learner to disclose their full password by email or telephone.
- 13.4** Learners must avoid uploading unnecessary personal, confidential, special-category or criminal-offence information into course activities. Where an exercise requires sensitive information, the learner must follow the specific handling instructions.
- 13.5** The learner should promptly report a suspected data breach, unauthorised disclosure or loss of course-related personal information using our published contact details.
- 13.6** Cookies and similar technologies used on our websites and learning platforms are explained in our Cookie Notice or the relevant platform notice.

14. Liability and events beyond reasonable control

- 14.1** Nothing in this policy excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of statutory rights, or any other liability that cannot lawfully be excluded or limited.
- 14.2** Where the learner is a consumer, we are responsible for loss or damage that is a foreseeable result of our breach of contract or failure to use reasonable care and skill. We are not responsible for loss that was not foreseeable, was caused by the learner, or relates to business use of a course purchased as a consumer.
- 14.3** Where the purchaser is acting in the course of business, liability will also be governed by the applicable proposal, order, Learning Agreement or business terms and conditions.
- 14.4** We are not responsible for failure or delay caused by events beyond our reasonable control, such as failure of utilities or telecommunications, cyber incidents not caused by our failure to use reasonable care, industrial action, fire, flood, severe weather, epidemic, war, civil disorder, government action or failure of a critical third-party service.
- 14.5** If such an event materially affects delivery, we will take reasonable steps to reduce disruption and restore, reschedule or replace the affected service. If performance becomes impossible or is cancelled, refund rights will be considered in accordance with the contract and applicable law.
- 14.6** Learners remain responsible for backing up their own work and device data. This does not exclude liability where loss is directly caused by our breach and cannot lawfully be excluded.

15. General terms

- 15.1** We may update this policy for legal, regulatory, security or operational reasons. Changes will not retrospectively remove rights already acquired under an existing contract. Material changes affecting an active learner will be communicated in a reasonable manner.
- 15.2** If any provision is found unlawful or unenforceable, the remaining provisions will continue in effect. A delay in enforcing a right does not waive that right.



- 15.3** No person other than the parties to the contract may enforce it under the Contracts (Rights of Third Parties) Act 1999, except where the contract expressly states otherwise.
- 15.4** The contract is made in English. It is governed by the law of England and Wales. The courts of England and Wales will have jurisdiction, except that a consumer living elsewhere in the United Kingdom may also rely on any mandatory rights to bring proceedings in their home jurisdiction.
- 15.5** The applicable order confirmation, course description, Learning Agreement, this policy and the documents expressly incorporated into them form the agreement relating to the course. Nothing excludes liability for fraud or fraudulent misrepresentation.
- 15.6** Questions about this policy should be sent using the contact details published on www.initiativetraininggroup.com or included in the learner's order confirmation or Learning Agreement. The published telephone number at the effective date is 01432 818999.



Appendix A - Model cancellation form

Complete and return this form only if you are a consumer and wish to cancel a contract during an applicable statutory cancellation period. You may instead send any other clear statement confirming your decision to cancel.

To	The Initiative Training GP Limited, trading as Initiative Training Group / Initiative Training Oracle, 4th Floor - 166 College Road, Harrow, England, HA1 1BH. Email: james.gribben@initiativetraininggroup.com.
Cancellation statement	I hereby give notice that I cancel my contract for the supply of the following course or training service:
Course title	
Order / enrolment reference	
Contract / order date	
Learner / consumer name	
Address or email	
Signature and date	Signature is only required where this form is submitted on paper.

For a valid cancellation, the notice must be sent before the applicable cancellation period expires. Keep a copy of the notice and evidence of when it was sent.

Approval

Approved by	Managing Director
Approval date	23 July 2026
Next review	July 2027