

THE INSTITUTE OF HERALDIC & GENEALOGICAL STUDIES

Online Course Terms & Conditions

1. About Us

- 1.1. "We", "us" and "our" refers to The Institute of Heraldic and Genealogical Studies (IHGS), a long-established educational charitable trust dedicated to family history, heraldry education and research based in Canterbury. Address: 80-82 Northgate, Canterbury, Kent, CT1 1BA
Website: www.ihgs.ac.uk
Email: admin@ihgs.ac.uk
Telephone: 01227 768 664
- 1.2. We provide distance-learning Courses, online Courses, in-person tuition, and recognised qualifications including the Higher Certificate in Genealogy and the Diploma in Genealogy. Some Courses award academic qualifications; others provide continuing personal study.
- 1.3. These terms apply when you buy a Course from us as a consumer: that is, an adult purchasing for personal study and not for your trade, business, craft or profession.
- 1.4. If you are purchasing on behalf of an organisation or for workplace training, please contact us so we can discuss this further.

2. Key Information You Need to Know

- 2.1. When you buy a Course through our website, you may be purchasing one or more of the following:
- a. **Digital Content** – online learning materials, documents, videos, downloads, assessments and resources;
 - b. **Online Services** – tutor support, guidance, feedback and marking delivered digitally;
 - c. **Educational Services** – teaching, assessment, examinations and academic administration; or
 - d. a mix of the above.
- 2.2. As most of our Courses begin immediately and provide instant access to Digital Content and Services, you will be asked at checkout to confirm:
- a. that you want access to the Course to begin straight away, and
 - b. that you understand this means you lose your 14-day statutory cancellation right as soon as you access any Digital Content or receive any Services.
 - c. Therefore, by accessing any Digital Content, you are explicitly agreeing that they have been provided to you. You acknowledge your right to cancel will be lost,

and you accept that you will not receive a refund not a waiver of any fees you are liable to pay. It is therefore important that you are satisfied with your choice of Course before you access the Digital Content (that is, only if you delayed starting the Course right away). If you access the Course and have any immediate concerns about its suitability, we encourage you to contact us for advice and guidance.

- d. This requirement comes from the Consumer Contracts Regulations 2013 and is explained again in Section 10.
- 2.3. We keep essential student records, including assessment history, for at least **six years** after your Course ends, or longer where professional, academic or legal requirements apply.
- 2.4. Full details of your Course, including what is included, how long you have access for, and any specific rules, are provided on the Course webpage and form part of the Contract.

3. Definitions

- 3.1. In these terms:
 - a. “Contract” means the legally binding agreement between you and IHGS for the supply of Digital Content and/or Services once we accept your order.
 - b. “Course” means the distance-learning, online or in-person programme you purchase from us including any course with additional terms in a Schedule to these terms.
 - c. “Digital Content” means online or downloadable materials we supply, including Course notes, videos, assessments, recordings and other electronic resources.
 - d. “Services” means tutor support, marking, teaching, assessment, examination administration and any other educational services supplied by IHGS.
 - e. “Platform” means our website, any online learning facilities, or any software application we provide, including (for example) Calibrae, Microsoft Teams, our website login areas, or any other secure platform made available for smartphones, smartwatches, tablets, laptops, computers or similar devices from time to time, which you use to access your Course, Digital Content or Services.
 - f. “Higher Certificate” and “Diploma” mean our formal qualification Courses with additional rules as set out in the applicable Schedules to these terms, which form part of the Contract.
- 3.2. Headings do not affect the interpretation of the Contract.
- 3.3. If any of these terms or other aspects of the Contract are translated, the original English version takes priority.
- 3.4. Any reference to legislation includes updates, replacements and any related subordinate legislation.
- 3.5. Words in the singular include the plural and vice versa.

- 3.6. If a party is prohibited from doing something, that party must also not permit or allow any other person to do it on their behalf.
- 3.7. Words such as “including”, “include”, “in particular”, “for example” or similar expressions are for illustration only and do not limit the meaning of the words before them or after them.
- 3.8. “will” and “shall” have the same meaning as “must”.
- 3.9. A reference to “writing” or “written” includes email and any valid electronic signature method (such as DocuSign).

4. How Your Contract With Us Is Formed

- 4.1. When you buy a Course through our website, you are making an offer to study with us. We will only be legally bound to provide you with the Course, and requisite Digital Content, Services and Platform once we accept your order.
- 4.2. Before you place your order, you will see:
 - a. the Course title and description,
 - b. the total price including taxes,
 - c. any Course-specific rules (for example, duration or deadlines),
 - d. the mandatory cancellation waiver wording (if you choose immediate access),
 - e. the main features of the Course (Digital Content and Services),
 - f. the minimum technical requirements.
- 4.3. At checkout, you must actively tick a box confirming that:
 - a. you want your Course and Digital Content to start, and be provided, straight away (before the end of the 14-day cooling-off period); and
 - b. you understand and agree that:
 - you will lose your statutory 14-day cancellation right for that Course once you access any Digital Content; and
 - if we begin providing any Services during the cooling-off period before you cancel, you may be required to pay for the Services provided up to the date you cancel (see clause 10 below).
- 4.4. After you submit your order, you will automatically receive an email confirming that we have received it. Your Contract with us begins when we send you the Order Confirmation email.
- 4.5. If we discover an error in the price or in the Course description before we send you the Order Confirmation, we will contact you to correct it. We will not accept your order until you confirm you wish to continue.
- 4.6. We may decline an order, for example, if:
 - a. the Course is no longer available,
 - b. we reasonably believe the order is not being placed by a consumer,

- c. we cannot process your payment, or
- d. you do not meet any published eligibility criteria.
- e. If this happens, we will refund any payment already made.

5. Course Descriptions & Academic Information

- 5.1. Each Course description on our website sets out what is included. This may include:
 - a. access to digital learning materials,
 - b. tutor support or marking,
 - c. online or in-person teaching,
 - d. assessments, assignments or examinations (for Higher Certificate and Diploma Courses),
 - e. the expected duration of the Course, and
 - f. any time limits to complete the Course.
- 5.2. We take care to ensure Course descriptions are accurate and up to date. However, we may make reasonable changes to:
 - a. teaching methods,
 - b. tutors,
 - c. content delivery,
 - d. assessment format, and
 - e. availability of particular Digital Content,
 - f. where necessary for academic, operational, legal or safety reasons. Where we make changes, we will always ensure the educational value is equivalent.
- 5.3. Some Courses (such as the Higher Certificate and the Diploma in Genealogy) have additional rules and academic regulations. These are set out in applicable Schedules to these terms. Such Schedules form part of your Contract with us.
- 5.4. We reserve the right to update or improve Course content during your study period where this is beneficial or required for academic integrity. This does not affect your rights.
- 5.5. If a Course requires you to meet specific eligibility criteria (for example: prerequisites, previous study or English-language ability), you must ensure you meet them when placing your order.

6. Access to Your Course & Digital Content

- 6.1. Access to your Course and Digital Content is normally provided immediately after your Order Confirmation, or within one working day. Where we need to verify eligibility or process your enrolment manually, access may take slightly longer. We will inform you if there is a delay.

- 6.2. Once access begins, your Digital Content is deemed 'delivered' for consumer law purposes. If you have asked us to start immediately and you access any Digital Content during the 14-day cooling-off period, you will lose your statutory right to cancel for that Course (as per clause 2.2 and see clause 10).
- 6.3. You must ensure you have:
- a. a suitable device such as a computer, laptop or tablet,
 - b. a stable internet connection,
 - c. any required software (for example, a PDF reader or word-processing software),
 - d. up-to-date antivirus and security software.
- 6.4. We are not responsible if your device, hardware, software or internet connection prevents you from accessing the Course or using the Platform.
- 6.5. Your login details are personal to you. You must not:
- a. share them with anyone else;
 - b. allow others to access the Course Digital Content; or
 - c. share, download or distribute the Course Digital Content.
- 6.6. We may suspend access if we reasonably believe your login information is being misused.
- 6.7. From time to time, temporary maintenance or upgrades may limit your access to the Platform. We will try to give advance notice where possible.
- 6.8. If we need to suspend access to the Platform for technical, academic or operational reasons, we will notify you and restore access as soon as is practical.

7. Platform Rules

- 7.1. When you access our Platform you must use them responsibly and lawfully. This means that you **must not**:
- a. Share, copy, download, publish, sell, or distribute any Course Digital Content, videos, documents, or other digital content except for your own private study.
 - b. Allow anyone else to use your login details or access Course Digital Content through your account.
 - c. Upload or share anything unlawful, offensive, discriminatory, defamatory, harmful, threatening, or that infringes the rights of others (including copyright or privacy rights).
 - d. Upload malware, viruses, malicious code or anything that could damage or disrupt our Platform, systems, other students, or tutors.
 - e. Behave in a way that disrupts the Services (i.e. teaching, learning, communication or assessment).
 - f. Take screenshots, photographs, audio recordings or video recordings of any online or in-person teaching session, unless we expressly permit it.

- 7.2. We may monitor activity on our Platform to protect students, tutors and our intellectual property.
- 7.3. If we reasonably believe your account is being misused or compromised, we may suspend or restrict access whilst we investigate. We will contact you as soon as reasonably possible to explain the situation.
- 7.4. We may suspend access to our Platform:
- a. to correct technical problems,
 - b. for maintenance or updates,
 - c. if we believe there is a security risk, or
 - d. if you breach these terms,
 - e. but we will always try to minimise any disruption and notify you wherever reasonably possible.
- 7.5. We may record certain online sessions for quality, training or accessibility purposes. If you would prefer not to appear in a recording, you must tell us before the session starts and we will take reasonable steps to accommodate this.
- 7.6. If your Course uses any third-party platform (e.g., Zoom, Teams, Moodle, PayPal, Stripe), you must also comply with that provider's terms and privacy policy. We are not responsible for third-party platform failures or downtime, but we will take reasonable steps to minimise disruption.

8. Tutor Support & Learning Experience

- 8.1. The level of tutor support provided depends on the Course you purchase. Your Course description explains what is included, such as:
- a. Email or online support,
 - b. Marking and feedback,
 - c. Scheduled group sessions,
 - d. One-to-one support (if applicable),
 - e. Assessment marking, or
 - f. Examination arrangements (for Higher Certificate and Diploma Courses).
- 8.2. Tutor support may be delivered by IHGS staff, external tutors, assessors or subject specialists engaged by us. All tutors work under IHGS academic standards. We may suspend or cancel registrations for a Course where IHGS are unable to guarantee academic standards (i.e. an unforeseen withdrawal of accreditation or validation which we are unable to resolve within 30 days). IHGS will make reasonable efforts to inform you of any such changes as early as possible and to provide you with reasonable alternative arrangements wherever possible.
- 8.3. We may change your allocated tutor for operational or academic reasons (e.g., illness, workload or staff changes). This will not reduce the quality of your learning experience or your rights under the Contract.

- 8.4. We will provide the Services using reasonable skill and care. You are responsible for:
- a. engaging with the Digital Content and tutor support,
 - b. meeting your Course deadlines,
 - c. checking your emails and Platform messages regularly, and
 - d. asking for help in good time if you need support.
- 8.5. Tutor support response times may vary depending on the Course, but we will always act reasonably and within any timelines stated in the Course description.
- 8.6. We do not provide legal, tax, financial or other regulated professional advice during any Course, or Services provided. All content is educational only.

9. Fees, Payment & VAT

- 9.1. Course fees are clearly displayed on our website. The price you see at checkout is the price you pay, inclusive of VAT (where applicable).
- 9.2. You must pay the full Course fee at the time of purchase unless we expressly state that instalments are available.
- 9.3. Payment can be made through our approved payment providers (for example: credit or debit card, PayPal, Stripe or another processor). You must comply with any relevant third-party payment provider terms.
- 9.4. Your place on the Course is not confirmed until your payment has been successfully processed.
- 9.5. We are not responsible for any delays, errors or additional fees charged by your bank, card issuer or payment provider.
- 9.6. We do not offer refunds unless:
- a. You are still within the statutory 14-day cancellation period and you have not accessed any Digital Content or asked us to begin Services immediately (see clause 10); or
 - b. These terms specifically provide for a refund (for example, where the law requires a refund or where IHGS cancels a Course).
- 9.7. If your payment fails or is reversed (for example, a chargeback):
- a. We may suspend or remove your Course and Platform access until the issue is resolved, and
 - b. You must repay the full Course fee and reimburse any chargeback fees we are charged by payment processors.
- 9.8. The Course fee covers access for the duration stated in your Course description. If you require an extension or deferral, additional fees may apply as explained in the relevant Course schedule.

10. Your Consumer Right to Cancel

10.1. Your 14-day cooling-off right (before access begins)

- a. If you buy a Course online or by other distance means, the law normally gives you 14 days to change your mind and cancel the Contract without giving a reason. This period starts on the day you receive your **Order Confirmation email**.

10.2. Digital Content – when the right to cancel is lost.

- a. Our Courses include Digital Content (for example, online lectures, course notes and assessments). Under consumer law, you lose your statutory right to cancel in relation to Digital Content once **all** of the following has happened:
 - you have expressly asked us to start providing the Digital Content during the 14-day cooling-off period (you confirm this at checkout);
 - we have told you that doing so means you will lose your right to cancel; and
 - you have accessed, downloaded or streamed any Digital Content for that Course.
- b. Once these conditions are met, the Course fee for that Digital Content becomes non-refundable, even if the original 14 days have not yet passed.

10.3. Services provided during the cooling-off period.

- a. Many Courses also include Services (such as tutor support, marking, teaching or examinations). If you ask us to start providing Services during the 14-day cooling-off period and:
 - you have not yet accessed any Digital Content; and
 - you then exercise your right to cancel within the 14-day cooling-off period.
- b. We are entitled to keep (or require you to pay) a proportionate amount of the Course fee to cover the Services already provided up to the date you cancel. We will refund the balance (if any).
- c. If you have already accessed any Digital Content and clause 10.2 applies, you will normally not have any right to cancel that Course or receive a refund, even if Services have not yet been fully provided.

10.4. If you have NOT accessed any Digital Content and have NOT requested early performance.

- a. If you have not accessed any Digital Content and you have not asked us to start providing any Services during the 14-day cooling-off period, you may cancel the Contract within 14 days of your Order Confirmation and receive a full refund of the Course fee.

10.5. How to cancel within the cooling-off period

- a. If cancellation is still available to you under this clause 10, you can cancel by contacting us in any clear way (for example, by email). You may use any model cancellation form that we provide, but you do not have to. We will confirm receipt of your cancellation and process any refund due within 14 days, using the same

payment method you used for the original transaction unless we agree otherwise with you.

10.6. Effect of Cancellation

- a. When you validly cancel within the 14-day cooling-off period and clause 10.2 does not apply, we will:
 - cancel your enrolment or registration for the Course (including, where relevant, any Higher Certificate or Diploma registration); and
 - refund to you any Course fees you have paid, less any proportionate amount you owe for Services already provided to you under clause 10.3.
- b. After cancellation, you will no longer be able to access, study or continue to study the cancelled Course, and your access to the relevant Digital Content, Platform and Services will stop.

10.7. Qualification Courses (extra rules apply)

- a. Some Courses (including the Higher Certificate and Diploma) have additional rules covering withdrawal, deferral, extensions and assessment timelines. These are set out in the applicable Schedules to these terms and form part of your Contract. Those rules apply in addition to your statutory rights under this clause 10.

11. Your Responsibilities

- 11.1. You must use our Courses and Platform for your own personal study only. You must not use them for any business, professional, commercial or teaching purposes unless we have agreed to this in writing.
- 11.2. You must keep your login details secure. You must not share, sell or transfer your Course access or login details to anyone else. If we reasonably believe your account is being misused, we may suspend access to the Course, Digital Content, Platform and/or Services whilst we investigate.
- 11.3. You must behave respectfully towards IHGS staff, tutors and other students, including when using email, discussion forums or live online sessions. Abusive, discriminatory, threatening or disruptive behaviour may lead to suspension or removal from your Course without refund.
- 11.4. You must make sure the information you provide to us is accurate and kept up to date by informing us in writing, including your postal address, email address and contact details.
- 11.5. You must pay your Course fees on time using one of the permitted payment methods.
If your payment fails, we may suspend access to the Course, Digital Content, Platform and/or Services until payment is received.
- 11.6. You must make sure you have appropriate devices, software and internet access to use the Course Digital Content. We are not responsible if a lack of suitable equipment prevents you from accessing or completing the Course.

- 11.7. You must submit your own work. Plagiarism, copying, or submitting work created by someone else or generated using AI Tools contrary to clause 11.8 is not allowed. If we suspect academic misconduct, we may take action under our academic rules (including warnings, suspension of tutor support or exclusion from assessments).
- 11.8. In respect of artificial intelligence (**AI**):
- a. In this clause, “**AI Tools**” means any software or online service that can generate or significantly modify text, images, audio, video, data analysis or other content using artificial intelligence or machine-learning techniques (for example, large language models, generative AI writing assistants, AI research tools, AI translation or paraphrasing tools, or similar systems).
 - b. You remain responsible for all work you submit to IHGS and for how you use AI Tools. You must ensure that:
 - all assessed work (including assignments, examinations, portfolios and projects) is genuinely your own;
 - any permitted use of AI Tools does not prevent you from acquiring the skills and knowledge the Course is designed to teach; and
 - you comply with all IHGS academic integrity, assessment and conduct rules, including any additional rules in a Course Schedule.
 - c. Unless a particular Course or assessment expressly prohibits it, you may use AI Tools for limited study support, for example to:
 - explore general background information;
 - check spelling, grammar or clarity of language;
 - generate ideas, structures or plans which you then substantially rewrite in your own words; or
 - help you reflect on or explain your own work.
 - d. In all cases, you must critically review and verify any AI-generated suggestions and remain responsible for the accuracy and suitability of your work.
 - e. You must **not** use AI Tools in any of the following ways:
 - to generate, substantially rewrite or translate assessed work (including assignments, examinations, portfolios or projects) and then present that output as your own original work;
 - to bypass assessment rules, examination conditions or identity checks (for example, using AI Tools during a closed-book exam or invigilated assessment, unless we expressly permit this in writing);
 - to create, adapt or share work for another person to submit as their own, or to assist anyone else in academic misconduct;
 - to upload, input or share substantial parts of any Course Digital Content, examination questions, model answers, course notes, lecture materials or other IHGS intellectual property, except where we have expressly allowed this in writing;

- to upload, input or share personal data, genealogical data or other information about identifiable individuals into AI Tools unless you have a lawful basis to do so, you have complied with any relevant data-protection and confidentiality obligations, and the AI Tool's terms and privacy practices are appropriate for that use; or
 - in any way that breaches these terms, our academic regulations, or any applicable law.
- f. Where we permit AI-assisted work in an assessment, we may require you to:
- follow any guidance we issue on citing or acknowledging AI Tools; and/or
 - provide a short statement explaining which AI Tools were used and how they were used (and failure to make any required disclosure may be treated as academic misconduct).
- g. Misuse of AI Tools, including any attempt to present AI-generated or AI-translated content as your own original work, may be treated as academic misconduct. We may take any action open to us under these terms and any relevant Course Schedule, including:
- requiring you to re-submit work or sit an additional assessment;
 - withholding marks, results or awards;
 - restricting access to Course Digital Content or the Platform; or
 - suspending or ending your Contract and/or removing you from a Course without refund (see clauses 7, 11, 16 and, where applicable, the applicable parts in the Schedules to these terms).
- h. As AI technology is developing quickly, we may update our AI guidance or rules from time to time for academic, legal or ethical reasons. We will take reasonable steps to notify you of any material changes that affect your Course. Any updated rules will apply to future assessments after we notify you.

12. Intellectual Property Rights

- 12.1. All Course Digital Content, videos, documents, graphics, assessments, lecture notes, and recordings are owned by IHGS or our licensors. They are protected by copyright and other intellectual property laws.
- 12.2. When you buy a Course, we give you a personal, non-transferable licence to use the Digital Content **for your own private study only**.
- 12.3. You must **not**:
- a. copy, share, publish, upload or distribute any Course Digital Content;
 - b. adapt, edit, translate or create derivative works from our Digital Content;
 - c. sell, rent, or make the Digital Content available to others; or
 - d. reproduce any content on another website, social media page, digital platform or printed publication.

- 12.4. You may download Digital Content for personal study, but you must not remove copyright notices or allow others to access your copies.
- 12.5. If we reasonably believe you have infringed our intellectual property rights, we may:
 - a. suspend or end your access to the Course, Digital Content, Platform and/or Services,
 - b. disable your account, and
 - c. take legal action where appropriate.
- 12.6. Nothing in these terms transfers ownership of any intellectual property to you.
- 12.7. If you are granted access to any third-party materials (e.g., heraldic databases, archives, licensed images), those materials may be subject to additional licence terms. You must comply with all such additional terms.

13. Complaints

- 13.1. We aim to provide high-quality Courses and Services. If you are unhappy with any part of your Course and/or Services, please let us know as soon as possible so we can put things right.
- 13.2. You can make a complaint by emailing **admin@ihgs.ac.uk** (or another email we specify for complaints). Please include your name, Course title, and a clear description of the issue.
- 13.3. We will acknowledge your complaint within **5 working days**. We normally aim to provide a full response within **21 working days**, although more complex issues may take longer. If so, we will keep you updated.
- 13.4. Making a complaint does not pause your Course deadlines, unless we tell you otherwise.
- 13.5. These terms do not affect your legal rights as a consumer. If you need free independent advice, you can contact Citizens Advice.

14. Our Liability to You

- 14.1. **We do not exclude liability where we legally cannot do so.** Nothing in these terms limits or excludes our liability for:
 - a. death or personal injury caused by our negligence;
 - b. fraud or fraudulent misrepresentation; or
 - c. any other liability that the law does not allow us to exclude or limit.
- 14.2. **What we are responsible for.** We are responsible for loss or damage you suffer that is:
 - a. caused by our failure to comply with the Contract; and
 - b. foreseeable (meaning it was obvious it might happen, or both you and we knew it could happen when the Contract was made).
- 14.3. What we are not responsible for. We are not responsible for:

- a. problems caused by your own device, software, internet connection or technical setup;
- b. your failure to meet Course deadlines, submission requirements, or exam dates;
- c. any loss caused by events outside our reasonable control (see clause 15);
- d. loss of opportunity, loss of income, business losses, or any use of our Courses for business purposes; or
- e. losses caused by you breaking these terms.

14.4. Digital Content errors. If our Digital Content causes damage to your device or your digital content because we failed to use reasonable care and skill, we will repair the damage or pay you compensation. We are not responsible if the damage could have been avoided by you:

- a. following our technical advice;
- b. using free updates provided to you; or
- c. using appropriate security protections such as antivirus software.

14.5. Maximum limit. Apart from the situations listed in clause **14.1**, our total liability to you for all claims relating to your Course is limited to **the total fee you paid for that Course**.

14.6. Advice during Courses. Any general comments, examples, guidance or explanations given during teaching or tutor support are educational only and are **not legal, financial or professional advice**. You must not rely on such comments as formal advice.

15. Events Outside Our Control (Force Majeure)

15.1. What counts as outside our control. We are not responsible if we cannot perform our obligations because of something outside our reasonable control. Examples include (but are not limited to):

- a. power cuts, server failure, Platform outages or major internet disruption;
- b. severe weather, fire, flooding or natural disaster;
- c. illness or unavailability of tutors where a replacement cannot reasonably be arranged;
- d. strikes, industrial action or transport disruption;
- e. laws, regulations or government restrictions;
- f. war, terrorism, civil unrest;
- g. pandemics or epidemics; or
- h. any failure of suppliers, hosting providers, or third-party services we rely on.

15.2. What we will do if affected. If such an event happens, we will:

- a. tell you as soon as we reasonably can;
- b. take reasonable steps to minimise the impact; and

- c. provide revised dates, alternative arrangements, or equivalent learning options.
- 15.3. **Your right to cancel.** If the event continues for more than **30 days**, you may contact us to end your Contract and request a refund for any part of the Course not yet provided.
- 15.4. **Our right to cancel.** If the event continues for more than **30 days** and we cannot deliver the Course, we may cancel your Contract and provide any refund due.

16. Ending the Contract

- 16.1. **Reasons we may end the Contract.** We may end your Contract (and suspend or permanently remove your Course and Platform access) if:
 - a. you seriously break these terms and do not fix the problem within 14 days of us asking you to;
 - b. you misuse or share Course Digital Content in breach of clause 12;
 - c. you behave in an abusive, threatening, discriminatory or disruptive manner;
 - d. you repeatedly fail to comply with Platform rules (clause 7);
 - e. you do not pay Course fees when they are due; or
 - f. you commit plagiarism or academic misconduct under the rules in any Schedule to these terms.
- 16.2. **What happens if we end the Contract for your breach.** If we end the Contract for reasons listed in clause 16.1:
 - a. no refund will be given; and
 - b. we may take steps to protect our intellectual property rights or the safety of staff and students.
- 16.3. **Your right to end the Contract.** You may end the Contract if:
 - c. we materially breach these terms and do not fix the issue within 14 days of you notifying us;
 - a. we tell you we are unable to supply the Course;
 - b. we make a significant change to the Course that materially affects your learning and you do not agree to it.
- 16.4. **Refunds if you end the Contract.** If you end the Contract for a valid reason under clause 16.3, we will refund you for any Services or Digital Content not yet provided, unless you have already accessed the Digital Content and waived your cancellation rights under clause **10**.
- 16.5. **Your access after ending the Contract.** Once the Contract ends, your logins and access to the Course and Platform will stop immediately unless we agree otherwise in writing.

17. Data Protection

- 17.1. We are a **data controller** and will use your personal information as explained in our Privacy Notice (available on our website).
- 17.2. You must ensure that the personal information you provide is **accurate, complete and kept up to date**, because we rely on it to provide the Course and communicate with you.
- 17.3. You are responsible for maintaining the **security and confidentiality** of your login details and any device you use to access the Course.
- 17.4. We do not use non-essential cookies. If we introduce any in the future, we will update our Privacy Notice and obtain **any legally required consent**.
- 17.5. We will only process your personal data where we have a **valid legal basis** to do so (such as Contract, legitimate interests, legal obligation or consent).
- 17.6. We may need to share your personal data with trusted service providers (for example, IT platform providers or tutors) where this is necessary to deliver the Course. Any such sharing will be carried out in line with data protection laws.

18. Other Important Terms

- 18.1. These terms, together with your Course description and (where relevant) any Schedule to these terms, form the entire agreement between you and us.
- 18.2. If any part of these terms is found to be unlawful or invalid, that part shall be treated as removed, and the rest will continue to apply as far as legally possible.
- 18.3. A delay in enforcing any right under these terms does not mean we waive that right. Any waiver must be in writing.
- 18.4. You may not transfer your rights or obligations under these terms to anyone else without our prior written consent.
- 18.5. We may transfer our rights and obligations under these terms to another organisation where this does not materially reduce your rights or the level of service.
- 18.6. Nothing in these terms creates a partnership or legal relationship between students, or between you and other users of our services.
- 18.7. Notices required under these terms must be sent to the most recent contact details you have provided. Notices sent by email are deemed received on the next working day after they are sent.

19. Governing Law & Where You Can Bring Claims

- 19.1. These terms and your Contract with us are governed by the laws of England and Wales, but this does not affect any mandatory consumer protections in the part of the UK where you live.
- 19.2. As a consumer, you may bring legal proceedings in the courts of England and Wales or any other part of the UK that you live.

Schedule 1 – Higher Certificate in Genealogy

These additional terms apply only to students enrolled on the Higher Certificate in Genealogy.

They form part of your Contract with IHGS and apply in addition to the Online Course Terms and Conditions (the “Terms”). If anything in this Schedule conflicts with the Terms, this Schedule applies for its subject matter only.

1. Eligibility & Enrolment

- 1.1. You must complete the Higher Certificate application process and provide accurate information about your identity, background and previous study.
- 1.2. IHGS may refuse or cancel enrolment if:
 - a. You do not meet the academic or administrative requirements for the programme;
 - b. You provide false or misleading information;
 - c. IHGS are unable to deliver the Services you require to complete the Course; or
 - d. You breach any applicable academic regulations.
- 1.3. Enrolment is personal to you. Transfer of enrolment to another person is not permitted.
- 1.4. IHGS may require additional evidence of identity or eligibility at any stage if needed for academic integrity or regulatory reasons.

2. Course Structure & Requirements

- 2.1. The Higher Certificate consists of written lectures, assignments, practical exercises, assessments and a final examination as described in the official syllabus.
- 2.2. To be awarded the Higher Certificate, you must successfully complete **all** required components within the permitted timeframe, including:
 - All compulsory assignments,
 - All required practical work,
 - Any visa, verification or competency checks, and
 - The final examination.
- 2.3. We may make reasonable academic or administrative changes to the syllabus, marking approach, or assessment formats where necessary. The educational equivalence will always be maintained.
- 2.4. IHGS may update examples, case studies or recommended reading at any time to maintain academic accuracy and sector relevance.

3. Duration, Deadlines & Extensions

- 3.1. You have **five (5) years** from your enrolment date to complete the Higher Certificate in full.
- 3.2. If you do not complete all required components within this period, your enrolment will automatically end, and no certificate will be awarded.
- 3.3. You may request an **extension** in writing. Extensions:
 - are granted only in exceptional circumstances,
 - are at IHGS's discretion,
 - may require supporting evidence, and
 - may be subject to an additional extension fee.
- 3.4. Extensions may relate to assignment deadlines, course duration, or examination dates.
- 3.5. IHGS may apply reasonable cut-off dates for extension requests to protect academic integrity and assessment timetables.

4. Assignments & Tutor Feedback

- 4.1. All work you submit must be your own original work.
- 4.2. Assignments must be completed and submitted in the order specified in the syllabus unless IHGS agrees otherwise.
- 4.3. Feedback and marking will be provided within a reasonable academic timeframe, but timelines may vary depending on tutor availability and workload.
- 4.4. IHGS may require work to be resubmitted if:
 - It does not meet the required standard,
 - It shows possible academic integrity concerns, or
 - It is incomplete or unclear.
- 4.5. IHGS may set formatting, referencing and submission requirements. Failure to follow these instructions may delay marking or require resubmission.

5. Examinations

- 5.1. You must register for your examination by the deadline we specify.
- 5.2. Examination formats may be written, online, invigilated, or practical depending on academic requirements.
- 5.3. If you fail to attend your booked examination without valid reason, the attempt may be recorded as a fail and a re-sit fee may apply.
- 5.4. If you do not pass the examination, IHGS may permit you to re-sit subject to:
 - Examination rules in force at the time; and

- Payment of any applicable re-sit fees.
- 5.5. All examination rules issued by IHGS (including candidate conduct rules) form part of this Schedule.
- 5.6. IHGS may require photographic identification or other verification procedures for online or in-person examinations.

6. Deferral, Interruption & Withdrawal

- 6.1. You may request to **defer** your studies or examination. Deferrals are discretionary and may require evidence and payment of a deferral fee.
- 6.2. If you withdraw from the course:
- Any completed assignments may still be retained by IHGS for academic and quality-assurance purposes;
 - No refunds are available unless expressly allowed under the Terms; and
 - Re-joining the programme later may require a new application and new fees.
- 6.3. IHGS may require a deferral or interruption of study if:
- You have outstanding fees;
 - Serious academic or conduct issues arise; or
 - Your participation disrupts the programme or learning environment.
- 6.4. If you return after a period of interruption, IHGS may require you to comply with any updated syllabus, assessment rules or administrative procedures.

7. Academic Integrity

- 7.1. You must not engage in plagiarism, collusion, impersonation, use of unauthorised materials, use of AI Tools contrary to clause 11 of the Terms (including AI-generated content presented as your own, or any other form of academic misconduct).
- 7.2. IHGS may use plagiarism-detection systems or other academic integrity checks.
- 7.3. If misconduct is suspected, IHGS may:
- suspend marking,
 - require re-submission,
 - require an interview or competency test,
 - withhold access to further course Digital Content,
 - withhold your examination entry or your results, or
 - remove you from the programme without refund.
- 7.4. IHGS may notify relevant qualification bodies or external regulators where serious academic misconduct affects the integrity of the qualification.

8. Fees & Additional Charges

- 8.1. Higher Certificate fees do not include:
- Re-sit fees,
 - Extension fees,
 - Deferral fees,
 - Replacement certificate fees, or
 - Administrative charges for late submissions or special handling.
- 8.2. Any such additional fees will be published on our website or notified to you before being incurred.
- 8.3. If fees are paid by instalments and you fall behind with payment, IHGS may suspend access to Digital Content or marking until the balance is paid.
- 8.4. IHGS may refuse to release your examination result or certificate if any fees remain outstanding.

9. Award of the Higher Certificate

- 9.1. Only IHGS may award the Higher Certificate.
- 9.2. IHGS may withhold your award if:
- any required element is incomplete,
 - fees remain outstanding,
 - there is an ongoing academic integrity investigation, or
 - you have breached important academic regulations.
- 9.3. IHGS may revoke a qualification if it was obtained through academic misconduct or serious breach of IHGS rules, even after the Higher Certificate has been issued.
- 9.4. IHGS may correct, update or withdraw any issued results or transcripts if an administrative or marking error is later identified.

10. Communications & Record Keeping

- 10.1. You must ensure IHGS always has your up-to-date email address.
- 10.2. All official Higher Certificate course notices will be sent by email.
- 10.3. IHGS keeps academic and administrative records relating to your Higher Certificate for at least six (6) years after your course ends.
- 10.4. IHGS may keep anonymised or de-identified versions of your work indefinitely for teaching, quality assurance or training purposes.