

Policy Statement

It is the policy of **Glosscalm Ltd** (“we”, “us”, “our”, or “the Company”) to provide high-quality online training and assessment services to all Learners, and to set out clearly the terms on which training is delivered, the responsibilities of the Learner, and the standards of conduct expected in connection with our eLearning platform. These Training / Learner Terms form part of the contract between the Learner (and, where applicable, the sponsoring Customer) and Glosscalm Ltd.

Purpose

These Terms set out the operational arrangements that apply to the delivery and completion of online training courses through the Glosscalm Ltd eLearning platform, including enrolment, course access, Learner conduct, assessment integrity, certification, safeguarding, accessibility, and the handling of complaints, malpractice and appeals. They supplement, and must be read together with, our Terms of Use, Terms & Conditions of Sale, Refunds & Cancellation Policy and Privacy Policy.

Scope and Applicability

These Terms apply to every individual enrolled on any online training course, module, assessment, qualification or subscription delivered by Glosscalm Ltd, whether the Learner has purchased training on their own account or has been enrolled by an employer, sponsor or other third-party Customer. They apply for the full duration of the Learner’s enrolment, including during any retake, re-assessment or certificate re-issue process.

In these Terms, “**Learner**” means the named individual enrolled on a Course; “**Customer**” means the person or organisation that purchased the Course (which may be the Learner or a sponsoring employer); “**Course**” means any online training programme, module, bundle, assessment or qualification delivered through the Platform; “**Platform**” means the Glosscalm Ltd eLearning website and hosted learning environment; and “**Awarding Body**” means any external organisation that accredits, regulates or issues qualifications in connection with a Course.

Enrolment and Eligibility

The Platform and Courses are intended for Learners aged 16 years or over. Certain Courses may have additional prerequisites, for example minimum age, prior qualifications, occupational experience or language proficiency. Prerequisites are stated on the Course page prior to purchase.

By enrolling on a Course the Learner warrants that:

- they meet the stated eligibility criteria and prerequisites for the Course;

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- all information provided during registration and enrolment is accurate, current and complete;
- they are the named individual who will undertake the Course and any associated assessment; and
- they will promptly notify the Company of any change to their contact details, employer (where training is sponsored) or relevant personal circumstances that may affect course delivery or certification.

Where an employer or other Customer has enrolled the Learner on the Platform, the Customer is responsible for confirming the Learner's eligibility. The Learner remains personally responsible for complying with these Terms throughout the period of enrolment.

Course Access Period

Unless stated otherwise on the Course page at the point of sale, access to a Course is granted for twelve (12) months from the date of enrolment. The Learner must complete the Course, including any final assessment, within this access period. Extensions may be granted, at the Company's discretion and usually on payment of a reasonable administrative fee, in cases of demonstrable ill health, bereavement, operational deployment, or other exceptional circumstances supported by reasonable evidence.

Access is granted to a single, named Learner only. Credentials must not be shared, transferred or resold, and a single enrolment may not be used by more than one person (whether sequentially or simultaneously). Any suspected sharing of credentials may result in immediate suspension of access pending investigation.

Technical Requirements

The Learner is responsible for ensuring they have the technical means to access and complete the Course, including:

- a reliable internet connection of reasonable speed;
- a suitable device (laptop, desktop or tablet) capable of running a current, supported web browser;
- up-to-date browser software with JavaScript and cookies enabled;
- functioning audio output and, where a Course uses webcam-based monitoring or video recording activities, a functioning webcam and microphone; and
- sufficient storage and, where applicable, a printer or PDF reader for certificates.

We do not warrant compatibility with every possible device or browser configuration. Minimum technical requirements are published on the Platform and may be updated from time to time.

Learner Conduct

Learners are expected to engage with Courses in a responsible, respectful and lawful manner.

Learners must not:

- provide false or misleading personal, employment or qualification information;
- allow any other person to access the Platform, complete any part of a Course, or undertake any assessment on their behalf;
- impersonate any other Learner, employee, contractor or representative of Glosscalm Ltd, a Customer, or any Awarding Body;
- copy, reproduce, record, screenshot (save for genuine personal study notes), download (except where an explicit download function is provided), share, publish or otherwise distribute Course content, including questions and model answers;
- post, upload, submit or transmit content that is unlawful, defamatory, discriminatory, threatening, obscene, harassing, or that infringes the rights of any third party;
- use the Platform to solicit, harass or intimidate other Learners, tutors or staff;
- attempt to probe, scan, test, circumvent or interfere with the security, integrity or functionality of the Platform;
- use automated tools, bots, scripts or artificial intelligence services to generate, answer or submit assessment responses, unless expressly permitted for a particular task; or
- engage in any conduct that would bring the Company, a Customer or an Awarding Body into disrepute.

The Company reserves the right to investigate any alleged breach of these standards of conduct, to suspend access during investigation, and to take the actions described under “Suspension, Termination and Consequences” below.

Assessment Integrity

Where a Course includes an assessment, test, examination, practical task or project, Learners must complete it honestly, independently and under the conditions stated for that assessment. Learners must not:

- permit or arrange for any other person to undertake any part of an assessment on their behalf;
- copy, record, photograph, share, distribute or publish assessment questions, tasks, mark schemes or model answers, whether during or after the assessment;
- collude with any other Learner, colleague, employer or third party in preparing or submitting answers, unless collaboration is expressly permitted for a specified task;

- plagiarise the work of any other person or source, or submit work previously submitted (whether by the Learner or another) as their own;
- consult notes, websites, messaging services, artificial intelligence tools or any other unauthorised source during a “closed-book” assessment; or
- tamper with, falsify or manipulate assessment data, timing, evidence or results.

We may use a range of proportionate measures to protect assessment integrity, including but not limited to: randomised question banks, time limits, IP and device checks, identity verification, plagiarism detection, proctoring, webcam or screen monitoring (where clearly disclosed in advance), and comparison of submissions against historical records. The use of such measures is further described in our Privacy Policy.

Malpractice and Maladministration

Any conduct falling short of the standards set out above, or any incident that threatens the integrity of a Course or assessment, may be treated as suspected malpractice. Cases may be investigated by the Company and, where applicable, reported to the relevant Awarding Body or other external regulator. Where an allegation involves a member of staff or our administration of a Course, it may be treated as suspected maladministration.

Possible outcomes of a finding of malpractice or maladministration include, without limitation:

- invalidation of an assessment attempt, with the result set aside and no refund due;
- a requirement to re-sit an assessment, which may be subject to a reasonable administrative fee;
- withdrawal and/or revocation of any certificate issued;
- permanent removal of the Learner from the Course and/or the Platform;
- notification to the Customer (for example, the sponsoring employer) where the Course was purchased on the Learner’s behalf;
- notification to the relevant Awarding Body, professional body or regulator; and
- in serious cases, referral to law enforcement.

Appeals

A Learner who considers that an assessment has been marked incorrectly, that a finding of malpractice is unsound, or that a procedural error has occurred, may submit a formal appeal in writing to the Company. Appeals must:

- be submitted within twenty (20) working days of the decision complained of;
- identify clearly the decision under appeal and the grounds relied upon; and

- include any supporting evidence on which the Learner intends to rely.

Appeals will be acknowledged within five (5) working days of receipt. The appeal will be considered by a person who has had no prior involvement in the original decision, and a substantive written response will be provided within twenty (20) working days of acknowledgement, save in exceptional circumstances of which the Learner will be notified. Where the Course is externally accredited, the Learner retains the right to escalate an appeal to the relevant Awarding Body in accordance with that body's published procedures; details will be provided on request.

Special Considerations and Reasonable Adjustments

We are committed to providing equal access to training for all Learners and to complying with the Equality Act 2010. A Learner with a disability, learning difference, sensory impairment, long-term health condition, or short-term circumstance that may materially affect their ability to access a Course or complete an assessment on equal terms, may request a reasonable adjustment or a special consideration.

Requests should be made in writing in advance of the assessment where reasonably possible, and should be accompanied by appropriate supporting evidence (for example, a letter from a medical professional, an educational psychologist's report, or similar). Typical reasonable adjustments may include extra time, alternative formats, assistive technology, rest breaks, or the use of a reader or scribe, depending on the nature of the Course and the applicable Awarding Body rules. Reasonable adjustments will be made wherever possible; adjustments will not be made that would compromise the integrity or validity of an assessment or that go beyond what an Awarding Body permits.

Safeguarding

Where any Learner is known to be aged 16 or 17, or is an adult at risk within the meaning of the Care Act 2014, we apply additional safeguarding measures proportionate to the nature of the Course. Any safeguarding concern raised by or about a Learner should be communicated immediately to the Company's designated director, and may, where necessary, be escalated to the Learner's employer, a parent or guardian (where applicable), the local authority safeguarding team, or the police. The Company will not disclose safeguarding information except to the extent necessary to protect the Learner or another individual from harm, or as otherwise required by law.

Health and Safety

Learners are responsible for ensuring that their learning environment is suitable and safe. This includes taking regular breaks from screen-based work in accordance with the Health and Safety (Display Screen Equipment) Regulations 1992, maintaining a suitable posture and workstation set-up, and following any additional Course-specific guidance. Where a Course involves any practical activity

undertaken by the Learner outside the Platform (for example, a competency observation or site-based assessment completed in the workplace), responsibility for the health and safety of that activity rests with the Learner and, where applicable, the Learner's employer. The Learner must not undertake any activity that falls outside their competence or outside the scope of the applicable workplace risk assessments.

Certification

On successful completion of a Course and achievement of the stated pass criteria within the access period, the Learner will be issued with a certificate of completion, achievement or attainment as applicable. Certificates will identify the Learner by the name provided at enrolment; it is the Learner's responsibility to ensure that this name is recorded correctly at the time of enrolment. Corrections to certificates after issue may be subject to a reasonable administrative fee.

Certificates may be used only to evidence the Learner's own achievement. Certificates must not be altered, forged or used in a misleading manner. A certificate may be withdrawn and revoked where it is subsequently established that it was obtained as a result of malpractice, maladministration, or material misrepresentation by the Learner, including but not limited to impersonation, falsified evidence or unauthorised third-party assistance.

Where a Course is externally accredited, the issue, format and validity period of certificates will be governed by the rules of the relevant Awarding Body, which may be updated from time to time. We will inform Learners of material changes where they affect the Learner's current enrolment.

Continuing Professional Development and Refresher Training

Certain Courses lead to a competence or qualification with a recommended or mandatory refresher period (for example, annual refreshers for certain health and safety topics). It is the Learner's and, where applicable, the employer's responsibility to identify and complete any required refresher training in good time. We may send reminder communications but do not undertake to monitor or enforce individual CPD or refresher requirements.

Intellectual Property

All Course content (including text, video, audio, graphics, presentations, assessments, software and trade marks) is owned by Glosscalm Ltd or its licensors. Learners are granted a personal, limited, non-exclusive, non-transferable licence to access and use the content solely for their own training purposes for the duration of the access period. Any work the Learner submits through the Platform (for example, assessment responses, reflective journals or project work) remains the property of the Learner, subject to a worldwide, royalty-free, non-exclusive licence to the Company to host, store,

assess and moderate that work for the purpose of delivering the Course and administering certification.

Data Protection

Personal data provided by Learners or generated by their use of the Platform (including progress data, assessment responses and certification records) is processed in accordance with our Privacy Policy. Where a Customer has enrolled the Learner on the Platform, course progress, completion and certification data may be shared with that Customer. Where a Course is externally accredited, relevant personal data may be shared with the Awarding Body to register the Learner's achievement. The Learner's rights under the UK GDPR and Data Protection Act 2018 are set out in the Privacy Policy.

Communications

We will communicate with the Learner about their Course using the email address provided at enrolment, the in-Platform messaging system, or, where appropriate, by telephone. Learners are responsible for keeping their contact details up to date and for checking the email address (including spam / junk folders) at reasonable intervals. Service messages about an enrolment are sent on the basis of legitimate interest and do not depend on marketing consent.

Suspension, Termination and Consequences

We may, in our reasonable discretion, suspend or terminate a Learner's access to a Course or the Platform, with or without prior notice, where:

- the Learner has materially breached these Terms, the Terms of Use, or any applicable Awarding Body rules;
- there is credible evidence of malpractice or attempted malpractice;
- the Learner's conduct presents a risk to the safety, dignity or legitimate interests of another Learner, member of staff or third party;
- payment for the Course is not received when due from the Customer; or
- suspension or termination is required to comply with any legal, regulatory or Awarding Body obligation.

Suspension or termination on any of the grounds set out above does not entitle the Learner to a refund in respect of Course fees paid, save where an entitlement to a refund arises under our Refunds & Cancellation Policy or by operation of law.

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Complaints

Learners who have a concern about any aspect of a Course, the Platform or their treatment by the Company should, in the first instance, contact customer support using the contact details shown on the Platform. Complaints that cannot be resolved at first contact should be submitted in writing. We will acknowledge written complaints within three (3) working days and aim to provide a substantive response within twenty-one (21) working days. Where a complaint remains unresolved, it may be escalated to the Company's designated director, whose decision will be our final position. Where the Course is externally accredited, certain complaints may be referred to the relevant Awarding Body or regulator; details will be provided on request.

Liability

Nothing in these Terms excludes or limits our liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any liability that cannot lawfully be excluded or limited. Subject to that, our liability to the Learner arising out of or in connection with these Terms is limited as set out in our Terms & Conditions of Sale.

The Learner acknowledges that online training is a learning resource and that the application of the knowledge and skills acquired in the workplace remains the responsibility of the Learner and, where applicable, the Learner's employer. In particular, completion of a Course does not of itself establish legal competence to undertake any regulated activity where the relevant regulations require additional workplace assessment, supervision or authorisation.

Changes to These Terms

We may update these Terms from time to time to reflect changes in law, regulation, Awarding Body requirements or our services. The most current version will be posted on the Platform. Material changes that affect a Learner's current enrolment will be notified to the Learner by email or via the Platform. Continued use of the Platform following notification constitutes acceptance of the revised Terms.

Governing Law and Jurisdiction

These Terms, and any dispute or claim arising out of or in connection with them, are governed by the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales, save that a consumer Learner may bring proceedings in the courts of the UK jurisdiction in which they are resident.

Review

This policy will be reviewed on an annual basis.