Terms and Conditions - Qualifications

ACT legal notices and terms & conditions

The following constitute the terms and conditions to which applicants agree when booking any qualification (**Terms and Conditions**). Throughout the Terms and Conditions the **ACT** means ACT (Administration) Limited and The Association of Corporate Treasurers, a body incorporated by Royal Charter. The ACT reserves the right to review and update these periodically.

1. Booking confirmation

Your booking will be processed by the ACT within three working days. Your booking is deemed complete once full payment is received and we send you a booking confirmation email.

1.1 Prevailing terms and conditions

This and all other ACT pre-contractual documentation shall not constitute an offer. All services provided by ACT are on the basis of these Terms and Conditions and if you wish to engage any ACT services we shall only provide them if you accept the Terms and Conditions. If you offer to engage ACT on your own terms and conditions then we shall only accept your offer subject to the Terms and Conditions, which shall, if we provide the services you offer to engage, prevail over any other terms and conditions.

1.2 Membership for students (not applicable to CertSFT and MicroCredentials)

You must be a member of the ACT for the duration of your qualification. If you are not booked onto a qualification, then you are not eligible for student membership and you must obtain another student membership to book an assessment(s). Your student membership will be valid for the duration of your learning licence or until you complete your qualification (whichever is soonest). You must obtain your student membership at the time of booking the qualification If you have purchased the Award/CertICM package, your membership will be valid for 30 months and 15 months under the Accountancy route.

1.2.1 ACT student (applicable to CertSFT and MicroCredentials)

When booking onto CertSFT or a MicroTopic you will need to become a student of the ACT. For CertSFT you pay a student registration fee when booking onto the qualification and for MicroCredentials, you pay a student licence fee for each MicroTopic you book onto unless you

buy the 6 or 12 month options.

1.3 Learning bookings

You can book your qualification, subsequent unit booking (applicable to CertT and Diploma only) and coaching service, via the booking forms available on the ACT Learning website.

1.3.1 Coaching Service (not applicable to CertSFT or MicroCredentials)

1-2-1 coaching for CertTF, CertT, AwardICM and CertICM must be booked 14 days before the assessment date to allow time to book the session with the tutor and agree the topics. For the Diploma this must be 28 days before the assessment and to allow time to book the tutor, agree the topics and before the assessment pre-seen/case study is released. If sufficient notice is not received, the ACT cannot guarantee that the coaching will be delivered before the assessment. Following your ACT booking confirmation email, the course tutor will contact you within three working days to schedule the session and agree the topics. 1-2-1 coaching is a remote service, delivered for example via MS Teams or Zoom. Please note that all coaching fees are non-refundable.

1.3.2 CertSFT transfers

If you wish to transfer to a next cohort without having completed the current cohort, there will be a £150 (+ VAT where applicable) transfer fee. We cannot guarantee there will be a space on the next cohort, and if this is the case, you will be transferred to the next available cohort.

1.4 Assessments, Exemptions and post-assessment services

Assessment booking forms are available on the ACT Learning website. You need to be registered with the ACT and have valid membership before you can access the assessment booking forms, as you will be required to log in to complete the form. If you have not purchased the revelant qualification's learning material, your assessment booking may be rejected.

1.5 Your booking must be received before the deadline advertised on the ACT website.

Prices and sales tax/VAT Sales taxes (VAT, TVA etc) are charged at the applicable rate depending on the product and/or customer. Notice of new pricing will be given in advance, but the ACT reserves the right to change prices listed without notice.

1.6 Payment

1.6.1 Payment via Stripe

All fees must be paid at the time of booking via Stripe's secure online payment process. We accept AMEX, Mastercard and Visa payments. A receipt will be sent to you by email from Stripe confirming payment. Stripe will receive the information needed to verify and authorise your payment card and to process your order and they are under strict legal and contractual

obligations not to disclose this information to third parties.

If you do not provide accurate details (including type of card and number) or if your credit card company does not authorise payment, your application will be deemed void. The ACT will not accept any liability for costs incurred as a result of applications deemed void in this manner.

1.6.2 Bank charges for international payments

The client is responsible in full for any charges applied by the client's bank to process international payments to the ACT.

1.7 Refunds

1.7.1 Online Courses

You may cancel a qualification up to 14 days from the date of your booking unless you have already accessed your online learning material through the ACT Learning Study Site.

If you have not accessed your online learning materials in those 14 days, your payment will be refunded in full.

If you have purchased the CertT or Diploma online course bundle, have accessed the online materials for some but not all of the units and request to cancel within 14 days from the date of the booking, you will be given a refund for the units that you have not accessed.

Your refund will be calculated by deducting the individual unit fee for each unit accessed from the bundle fee that you paid. The remaining amount will be refunded back to you.

Refunds will be processed within 28 days of receiving your request via bank transfer to the original payer. Your online course booking may not be transferred to another individual.

Please note that no refunds are issued for Student membership, Student registration and Student licence fees.

1.7.2 Award/CertICM Package Course Fee

If you purchase the bundle fee for the AwardICM and CertICM and you complete the Award but decide not to do the Certificate, you will be entitled to a refund of the CertICM course element, minus a £200 cancellation charge.

If you cancel whilst studying for the Award, or your licence expires, you are only entitled to a refund of the CertICM course element, minus a £200 cancellation charge.

1.7.3 Coaching Service

You may cancel your Coaching Service booking within 14 days after your booking is confirmed

to receive a full refund, as long as your coaching has not begun.

No refund will be due if you receive a coaching session, or part thereof.

If you cancel your coaching session(s) 15 days or more after your booking is confirmed, you will not be entitled to a refund or exchange.

Your Coaching Service booking may not be transferred to anyone else.

1.7.4 Assessments

Assessment fees are non-refundable.
If you are unable to sit your on-demand assessment, you must notify the ACT Assessment team as soon as possible and no later than 4 working days before the assessment date by completing the deferral form. within three months of your original assessment date, and an administration fee of £60 plus VAT is payable.

If you are unable to sit your session-based assessment and wish to defer, you must notify the ACT Assessment team as soon as possible and no later than 10 working days before the assessment date by completing the deferral form. You may book for the next available assessment and an administration fee of £60 plus VAT is payable.

If you are unable to sit your session-based assessment, and the deferral deadline has passed, you must notify the ACT Assessment team by email as soon as possible and no later than 4 working days before the assessment date. A further assessment fee is payable to re-book.

In exceptional circumstances, such as ill-health or a family bereavement, we will consider a deferral of your assessment at no additional cost. You must notify the ACT Assessment team by email as soon as possible and no later than 48 hours after the assessment date. The ACT reserves the right to request evidence, for example a medical certificate. Please note a work-related matter does not constitute an exceptional circumstance.

If you are unable to sit your assessment due to an assessment breach or an on-going investigation of an assessment breach, your assessment fee will not be refunded. The fee will be held on your account until the outcome of the investigation and/or any suspension period has passed, after which the fee can be used towards the cost of your next assessment.

1.7.5 Exemptions

Exemption fees are non-refundable.

1.7.6 Post-assessment services

Post-assessment service fees are non-refundable.

1.7.8 Appeals

The appeal administration fee is non-refundable, unless the appeal is upheld, in which case it will be refunded. Once you have submitted your application, this will be reviewed by an Appeals Review Panel. The decision of the Panel is final.

1.7.9 Direct entry

The direct entry administration fee is non-refundable. Once paid, you will have 12 months to submit your application. If your application is not approved but, after obtaining ACT feedback, you wish to resubmit an application, you may be required to pay the fee again.

2.1 ACT Learning Study Site

After booking onto a learning product you will be given access to the study site. By using the site you agree to these Terms and Conditions, if you do not agree to these terms, you cannot use the site.

Whilst we make every effort to keep changes to the site to a minimum, we reserve the right to make any amendments to the terms and conditions at any time to reflect changes affecting our business, including but not limited to, changes in technology, payment methods and legal and regulatory requirements.

By continuing to use this site you agree to accept any changes made to the terms and conditions.

2.1.1 Ownership and intellectual property rights

The study site is owned by the ACT. The content provided on this site (except for links to third-party websites which are publicly available resources) together with all materials provided including design, software, code, graphics, text documents and audio are owned by the ACT.

No content in whole or in part may be copied, reproduced, uploaded to any other platform, website or into or onto any artificial intelligence tools (such as large language models), posted, displayed, or linked to in any way.

Any such use is strictly prohibited and will constitute an infringement of the ACT's intellectual property rights.

2.1.2 Licence period and expiration

Your access to the ACT study site is for a period of time as follows:

Learning product	Licence period
CertTF	6 months from the booking confirmation date
CertT	18 months for all five units from the booking confirmation date. If you are studying under the Accountancy route, you have 15 months to complete
Diploma	24 months for all four units from the booking confirmation date
Diploma (Accountants)	15 months for all three units from the booking confirmation date
CertSFT	6 months from the course start date
Award & CertICM when purchased as package	24 months from the booking confirmation date
AwardICM	6 months from the booking confirmation date
CertICM	18 months from the booking confirmation date
Training Courses	Access from the day booked on and then 60 days from the last date of the course
eLearning Courses	90 days access from the booking confirmation date. If you purchase the full series, you have 12 months

CertTF, CertT, Diploma, AwardICM & CertICM - we will send you two reminders throughout your licence period. We will also notify you when your licence has expired and you will no longer be able to access or use the study site unless you can provide evidence of extenuating circumstances as per the ACT's Learning licence extension policy.

We can agree a period to extend your licence and student membership.

You are advised to request an extension before you expire and no later than six months

afterwards.

This policy is available in the study site under Workspace/Library.

2.1.3 Purchasing a licence extension

If you do not have any extenuating circumstances, you can purchase an extension. The extension periods range from one to six months (one to three months for CertTF & AwardICM) and includes your student membership.

You are advised to purchase an extension just before you expire and no later than six months afterwards. You can only purchase an extension once.

For more information contact education@treasurers.org.

2.1.4 Downloading your study material

You may download your learning materials from the site before your licence expires to enable you to continue to study after your licence has expired. However, the syllabus may change and the learning material may be updated over time.

If you download your materials you do so at your own risk because the ACT shall not have any responsibility or liability whatsoever for any downloaded material that subsequently becomes out of date.

2.1.5 Tutors

The ACT shall be entitled at any time to substitute any tutor with any other person who, in its sole discretion, it deems suitably qualified to deliver your learning.

2.2 Behaviour

The ACT reserves the right to remove any student from the qualification whose behaviour is deemed inappropriate by the ACT or its tutors. This would result in no refund of fees or other costs being paid to the student.

2.2.1 Forums and Library resources (via Workspaces)

When you post in any of the forums or add a resource(s) to the Community Hub library, your first and last name will be visible to other users with permission to access the same sapce. Your name will also appear in the 'members' section, which all other members of the hub or Workspace qualification area can see.

ACT reserves the right to remove or amend without notice comments or loaded resources that:

- are considered likely to disrupt, provoke, attack or offend others
- are racist, sexist, homophobic, sexually explicit, abusive or otherwise objectionable

- contain swear words or other language likely to offend
- break the law or condone or encourage unlawful activity. (Including breach of copyright, defamation and contempt of court)
- advertise products or services for profit or gain
- we believe are intended to impersonate someone else
- are written in anything other than English
- contain links to third-party websites which are not publicly available and may infringe copyright
- contain links to third-party websites where the content linked to is not freely available elsewhere, for example because it is on a site requiring a subscription
- unattributed quotations used beyond accepted fair use.

The use of such may lead to account suspension or termination.

3.1 Assessment systems

The ACT uses an online system for you to take your assessment, which will be online invigilated (proctored), and to submit assignments which are subject to plagiarism checks.

Once you have made a booking for an online assessment you will be sent further instructions on how to access the system and ensure you are familiar with the system.

By using the online system, you agree to the Terms and Conditions. If you do not agree to these terms, you cannot use the site.

The software underlying, and the content provided on, the online system together with all material is licensed and owned by the ACT.

No software or content in whole or in part on the system may be copied, reproduced, uploaded, posted, displayed, or linked to in any way without the prior permission of the ACT.

Any such use is strictly prohibited and will constitute an infringement of the ACT's intellectual property rights, in addition students may be investigated and placed through the ACT's Disciplinary procedure.

3.2 Systems checks required for online invigilated assessments

Your exam will be invigilated online by ACT's subcontractor, Surpass Assessment (**Surpass**) and its subcontractor, ProctorExam (**ProctorExam**).

You must ensure you complete the required system set up checks prior to the date of your exam. Surpass will send an automated system check, which needs to be completed on the device and in the environment you intend to take the exam, to ensure your device meets the

technical requirements for the exam. You can chat to live support to resolve any issues if needed.

3.2.1 As required by Surpass, you agree to the following system requirements:

3.2.1.1 Equipment requirements

Mobile device: You will need a mobile device or tablet on which you will download the ProctorExam app. Instructions for downloading the app will be provided during the system check process. Minimum system requirements - About your devices – ProctorExam

3.2.1.2 Registration

You will be automatically scheduled for your exam which will trigger an email to be sent to you from ProctorExam, please double check your junk email folder if nothing appears in your main inbox.

3.2.1.3 System check

Your ProctorExam email will contain instructions on how to perform a system check to ensure your PC/laptop is set up and ready to go.

3.2.1.4 Taking your exam

For the exam, you will need to use your mobile phone because this provides additional coverage of the test-taking environment. As described above, you will need an Apple or Android mobile device with the ProctorExam app installed.

Once your system check is completed, another email is sent from ProctorExam – again, please check your junk email folder. This email contains the link to your exam.

At the time you are due to take your exam, simply click on the exam link in your email, follow the ID and environment instructions and then launch your exam.

Once you've completed the exam, please ensure you click on 'Finish' in Surpass, and then click on 'Finish Exam' in ProctorExam.

3.2.1.5 Support during your exam

On exam day, if you encounter any technical difficulties, you will be able to access online chat support. You will find this in the bottom right-hand corner of your screen.

3.2.1.6 Photographic identification and recording

All students taking an ACT exam will be required to provide photographic identification to the invigilator or during the environment check. Photographic ID can be in the form of a driving

licence, passport or national identity card. Information obtained during this process will be retained for a period of 6 months and shared with the ACT. Failure to supply this proof of identification may lead to your exam being disqualified. Please find further information on our Assessment Rules and Regulations Policy.

While you are taking your exam, you will either be online invigilated by a live proctor, or your exam will be recorded in real-time and reviewed later. You acknowledge that Surpass is not responsible for anything that appears on your webcam or desktop. All video recordings of you obtained during the exam will be retained for a period of 6 months or such longer period as is necessary to resolve any investigation into conduct potentially in breach of our Assessment Rules and Regulations Policy.

You will be required to scan your premises using your mobile device and/or webcam when requested.

Your information (including your personal data) will be transferred to Surpass, which is a transfer outside the EEA (specifically to the USA) on the basis that the transfer is necessary for supplying you with the services you wish to obtain from the ACT (namely the online invigilation, or proctoring, services).

You will agree to the exam rules required by Surpass and the ACT:

- Your room is well lit
- You are alone
- Your cameras are positioned correctly
- No extra devices are attached to your computer, and you do not have a second screen
- No headphones
- You are alone
- No talking (or singing)
- No toilet breaks, unless approved in advance with the ACT.

3.3 Plagiarism, collusion and AI

Your exam or assessment may be submitted to ACT's subcontractor Turnitin, LLC (Turnitin) for authenticity and plagiarism checks. By submitting your exam or assessment to the ACT, you are confirming that the work is your own and you are consenting to your work being submitted to Turnitin for authenticity checks.

The assignment you submit will be subject to the ACT's Plagiarism and Collusion Policy

3.4 Reasonable adjustment and special consideration

3.4.1 Reasonable Adjustment

The ACT is committed to providing equal opportunities for all students.

We can provide reasonable adjustment to assist students who have pre-existing conditions, so as not to be disadvantaged. Each condition is treated on an individual basis and medical evidence will be required. Please refer to the Reasonable Adjustment policy. You will need to email the Assessment team with your request, before the assessment booking deadline. If you require reasonable adjustment for a pre-existing condition you will be required to provide supporting documentation if you wish to make this request.

3.4.2 Special Consideration

If there are extenuating circumstances at or around the time of your assessment, you may be eligible for special consideration.

A request must be made within 21 days of the assessment start date and supported by relevant evidence. Please see the Special Consideration Policy.

4.1 Direct entry routes

The ACT's criteria for direct entry can be found on the qualification entry requirements. Please read the applicable set of criteria carefully before beginning your application and only do so when you are satisfied you will qualify under the criteria. The ACT's decision as to whether you qualify for direct entry shall be final and there is no procedure to appeal the outcome.

The ACT has developed a direct entry route which allow very experienced treasury practitioners to gain direct entry to the Diploma in Treasury Management. This route is called direct entry. Our direct entry routes to qualifying recognise experience and offers an opportunity for senior practitioners to demonstrate this to gain exemption from the Certificate in Treasury (CertT).

You need to be registered with the ACT before you can complete the application form as you will be required to log in or create your account to complete the form. You will also be required to pay an administration fee in order to gain access to an application form.

Once you have paid the administration fee, the ACT will send you a confirmation email within five working days giving you access to the direct entry application form. The direct entry fee is non-refundable irrespective of the outcome of your application. If your application is not approved but, after obtaining ACT feedback, you wish to resubmit an application, you may be required to pay the fee again.

Once you have submitted your application form, this will be reviewed and moderated using an

independent assessment panel to ensure parity of standards and assessment no matter which route a candidate takes. Should your application be approved, the panel will award you direct entry by way of exempting you from having to complete the Certificate in Treasury.

If you are not granted direct entry, you will be provided with feedback and a recommendation of which qualification is best suited to you.

If you are eligible for an exemption you will be required to complete the relevant exemption form and pay the fee in order to obtain the exemption for Diploma in Treasury Management.

Once you have submitted an exemption form along with payment, the ACT will send you an email confirming that you have been exempted. The exemption fee is non-refundable.

4.2 Recognition of Prior Learning (RPL)

The ACT grants exemptions for qualifications held by potential students through the recognition of certain degree and post graduate programmes as well as IFAC recognised accountancy qualifications. You will be required to provide evidence of your prior learning in the form of a certificate and transcript with the year you qualified clearly visible.

Exemptions can be booked via the form available on the ACT Learning website. You need to be registered with the ACT before you can do this as you will be required to log in or create your account to complete the form. The exemption(s) can only be claimed for qualifications gained within the timeframe agreed with your University/Higher Educational body and the ACT as part of the agreement.

It is the responsibility of both you and the University/Higher Educational body to be aware of this timeframe. The ACT will send you an email confirming that you have been exempted.

The exemption fee is non-refundable.

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