

Terms and conditions

Your use of our Sites

Clarity Management Enablers provides you non-refundable access to the Academy and other Clarity group sites (the "Sites") in order to help you at every stage of your development and offer you other specialist services.

You will not use the Sites for, or to encourage, any unlawful purpose; nor post or transmit on the Sites inaccurate, incomplete or false information (including in the case of students, biographical information about yourself and/or information about your ability to work in the United Kingdom or elsewhere); nor will you post or transmit on the Site any libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material. You confirm that you will not post or transmit on the Sites any material which contains any virus or other disabling devices which interferes or may interfere with the operation of the Sites; or which alters or deletes any information which you have no authority to alter or delete; or which overloads the Site by spamming or flooding it. You will not use any device, routine or software to crash, delay, or otherwise damage the operation of the Sites. You further confirm that you will not take any action, including communications that affects Clarity's reputation or that defames, abuses, harasses or threatens others.

Clarity in its sole discretion shall determine your compliance with the above and shall have the right to prevent you from using the Sites and/or to delete from the Sites immediately and without prior notice any material that it deems not to comply or to be objectionable for any reason. As the services on the Sites are made available to users and employers immediately, you do not enjoy any cancellation or "cooling-off" rights in relation to these Terms of Use.

Links to or from other Sites

As a convenience to users, the Sites contain links to external websites and you may be offered a number of automatic links to other sites, which may interest you. We accept no responsibility for or liability in respect of the content of those sites. Clarity should not be taken as having reviewed or approved such sites or their contents, nor does it warrant that any links to such sites work or are up to date. The use of any such links is entirely at your own risk. Any third parties wishing to link to our Site may do so provided links are to the home page only of the Clarity Services Site and provided we are notified in advance by email to enquiries@clarityme.com

Aggregate information

We may gather information and statistics collectively about all visitors to the Sites which may include the information supplied by you which will help us to understand our users thereby creating a better service. We will not disclose individual names or identifying information. All data will be in aggregate form only. We believe this information helps us determine what is most beneficial for our users and how we can continually improve our online service. We may share this kind of aggregate data with selected third parties to assist with these purposes. Personal data is processed by us in accordance with our Privacy Policy.

Apportionment

Students will be allocated to individuals who are deemed by Clarity to have the ability to complete assignments to the specified standard at the discretion of the Proprietor.

Changes to or temporary unavailability of Sites

Every effort is made to keep the Sites up and running smoothly and fault-free. However, Clarity takes no responsibility for, and will not be liable for, the Sites being temporarily unavailable for reasons of maintenance / improvement, or due to technical issues beyond our control. We may change, suspend or discontinue any aspect of the Sites at any time, including the availability of any of the Site features, databases or content. Clarity may amend these Terms of Use at any time by posting amended Terms of Use to the Sites. You will be deemed to have agreed to the amended Terms of Use when you next use this site following any amendment.

Copyright

The copyright and other proprietary rights in or relating to any site, document or other material produced or supplied by the Company or otherwise made available to the Student shall under the terms of this agreement remain vested in the Company. The Student is hereby granted a non-exclusive royalty free licence, but without the right to sub licence, to reproduce solely, for its own purposes documents, software or other material produced or supplied here under in which the Company has proprietary rights.

Force majeure

No failure or omission by either party to carry out or observe any of the terms or conditions of this Agreement shall except in regard to obligations to make payments hereunder give rise to any claim against the party in question or be deemed of this Agreement if such failure or omission arises from any cause reasonably beyond the control of that party.

Governing Law and Jurisdiction

If any provision of these terms and conditions is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Your use of the Sites and downloads from it, and the operation of these terms and conditions, shall be governed in accordance with the laws of England and Wales. The English courts shall have exclusive jurisdiction over any dispute arising out of the use of the Sites.

Intellectual property rights

All of the information contained on the Sites is the © of Clarity Management Enablers. All trademarks, logos, software or any other or any other of its intellectual property rights are the exclusive property of Clarity Management Enablers. You may not download copy or print any of the pages of the Sites except for your own personal use, and provided you keep intact all copyright and proprietary notices. No copying or distribution for any business or commercial use is allowed. No framing, harvesting, "scraping" or other manipulation of the content of the Site is permitted. You will not attempt to decipher, disassemble, reverse engineer or modify any of the software, coding or information comprised in the Sites; nor will you post to the Sites any material which infringes any intellectual property rights of any third party.

Liability and Disclaimer

The information contained on the Sites including any market information or surveys are given in good faith and Clarity uses all reasonable efforts to ensure that it is accurate. However, Clarity gives no representation or warranty in respect of such information and all such representations and warranties, whether express or implied, are excluded.

No liability is accepted by Clarity for any loss or damage which may arise out of any person relying on or using any information on the Sites. Clarity shall not be liable to any person relying on or using any such information for (a) loss of revenue, loss of actual or anticipated business; loss of actual or anticipated profits whether arising in the normal course of business or otherwise (including, without limitation, loss of profits on contracts); loss of or damage to employment prospects; loss of opportunity; loss of the use of money; loss of anticipated savings; loss of business; loss of goodwill; loss of or damage to reputation; loss of or corruption to data; loss of management or administration time, legal and other professional fees and expenses; or (b) any indirect or consequential loss or damages however caused (including without limitation by reason of misrepresentation, negligence, other tort, breach of contract or breach of statutory duty) which arise directly or indirectly from the subject matter of the Sites. However, nothing in the above shall limit or exclude Clarity's liability for fraud or for death or personal injury caused by negligence, or to the extent otherwise not permitted by law.

You agree fully to indemnify us and keep us fully indemnified against all costs, expenses, claims, losses, liabilities or proceedings including consequential, indirect, special losses or damages arising from use or misuse by you of the Sites.

No waiver

No waiver by either party of any provision of this agreement shall be binding unless made expressly and expressly confirmed in writing. Further, any such waiver shall relate only to such matter, non-compliance or breach as it expressly relates and shall not apply to any subsequent or other matter, non compliance or breach.

Notices

Any communications by either party to the other shall, unless otherwise provided herein, be sufficiently made if sent by first class post, postage paid or by facsimile transmission to the address of the other party specified for this purpose in this agreement or to any other address as either party may substitute by written notice to the other, and shall, unless otherwise provided herein, be deemed to have been made on the day in which such communications ought to have been delivered in due course of postal or facsimile transmission.

Publicity

Clarity's name shall not be used by the student in the endorsement of any project or in any other way or for any other purpose without the Company's prior consent.

Qualification

Clarity does not guarantee results on any CIPS examination arising from the use of their study materials. Any link to pay scales and promotions are deemed as wholly the responsibility of the student. Clarity will not implement or expedite any qualification for the gratification of these purposes. Clarity provides a qualification service. Clarity will not be held responsible for registration or acceptance to any external institutes or societies. Clarity are not responsible for changes to registration or membership rules or fees for any external institutes or societies.

Security and passwords

When you sign on when visiting the Sites, you will need to use a user name and password. You are solely responsible for the security and proper use of the password, which should be kept confidential at all times and not disclosed to anyone. You must notify us immediately if you believe that your password is in the possession of someone else or if it may be used in an unauthorised way. We accept no liability for any unauthorised or improper use or disclosure of any password. By entering your user name and password you confirm your acceptance of our terms and conditions of use.

Student Commitment

It is the responsibility of the Student to secure the commitment of their senior management to support them in providing adequate resources and mentoring to complete the qualification. The Student must be committed to the process and to maintaining the high standards expected (CIPS / PIPS).

The Student is responsible for attending the qualification induction presentation prior to the commencement of their studies and must complete the questionnaire to confirm they understand their responsibilities. The Student is responsible for maintaining communication with Clarity.

Before commencement of their studies and where applicable: The Student understands the principles behind appeals, the ten week rule and 'cramming'. The Student will be responsible for producing and submitting modules / units on time (based on 1 unit per month). The Student will be responsible for pro-actively building and maintaining their workbook electronically and in hard copy. Submission of induction questionnaires will be deemed as confirmation of understanding. The Student understands malpractice and its consequences. The Student will be responsible for requesting support and assistance. The Student must keep Clarity informed of any changes or activities which may affect their ability to complete the qualification via their tutor or administration. The Student must respond to any requests from the tutor / evaluation team positively and efficiently. The Student is aware of and agrees to the timescale they have been allocated to complete the qualification and understand that further costs may be incurred if they do not complete the work on time. Clarity does not guarantee the evaluation of any work entered late into a workspace.

Clarity evaluators and tutors will feed back on a minimum of one unit / module per month and will endeavour to feed back on that unit / module within 48 hours in the first instance. Clarity evaluators / tutors may, at their discretion and subject to available time, provide feedback on more than one unit per month. Feedback on more than one unit per month is not guaranteed. Cramming will not be tolerated. Any attempt to cram work may result in expulsion from the Academy and disqualification from the training or qualification programme.

No further support / evaluation will take place after the final date of the qualification. No refunds will be given. Any attempt to use the qualification for promotion or increased remuneration remains the responsibility of the Student and Clarity will not involve themselves in such matters.

Any attempt to complete the programme without completing the qualification to the standards set out by The Chartered Institute of Purchasing and Supply, Professionals In Procurement and Supply, Clarity, and the Awarding Body will be considered unethical and Clarity will not participate in such actions and reserve the right to dismiss Students attempting to do so without refund.

Termination

We may at our absolute discretion deny you access to the Sites (which may include any of the services or information available through it) or any part of it at any time without explanation and without refund.

Third Parties

The rights of a person who is not a party to the services agreement to enforce a term of the service agreement and/or not to have the service rescinded, varied or altered without their consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from the agreement.

Timescales

Access and any associated training or qualification does not continue on ad infinitum. The student acknowledges that they have entered into the agreement for services of the Open Supply Chain Academy (OSCA) and the resources that support the student. The qualification expiry date stated in the student's workspace is not a guide. It is a specific date on which studies will end. A candidate may choose not to pursue their qualification or ignore warnings from Clarity and their management; however the timescale will not be changed nor refunds given.

Unenforceable terms

The invalidity, illegality or unenforceability of any term or condition of this agreement shall not affect the validity, legality or enforceability of any other term or condition of this agreement.

Variations

Clarity reserves the right at all times to vary, change, alter, amend or remove any of these terms. By browsing the sites, including Clarity websites you accept that you are bound by the current terms and conditions and notices, and we therefore recommend that you check these each time you revisit the site.

In case of any query regarding the information in these terms or on the sites, please contact enquiries@clarityme.com