



## CertBALM®: Terms and Conditions

In the following Terms and Conditions, the ACT means ACT (Administration) Limited and ALMA means the Asset and Liability Management Association Limited. The Certificate in Banking and Asset Liability Management (CertBALM®) is a qualification governed and maintained by ALMA but delivered operationally through the ACT.

### 1. Applying for the CertBALM® Course and Residential School

The CertBALM® course and Residential School can be booked direct with ALMA by sending an email application to [info@ukalma.org.uk](mailto:info@ukalma.org.uk), including your full name, business and personal email address, the name of the organisation sponsoring you (if appropriate) and invoicing details. When you apply, your submission represents an offer to ALMA to purchase the CertBALM® course and Residential School. You will receive a confirmation from ALMA as to whether your application has been successful, and ALMA will accept your offer by sending you an invoice.

The Residential School is compulsory so, in addition to completing the assessments, you must attend to achieve the qualification. Rooms at the Residential venue are reserved by ALMA at a special rate but should be booked and paid for by the student or the sponsoring company directly with the venue. The ACT will provide students with details of the Residential School, and how to book accommodation, on the 'welcome' email sent out on the day the course starts. The bed and breakfast booking will be subject to the terms and conditions of the Residential School venue.

### 2. Student Membership of ALMA

Anyone enrolling to study the CertBALM® course will be offered student membership of ALMA, the fee for which is included in the online self-study and Residential School fee. Student members can attend meetings, courses and conferences organised by ALMA at member fee rates. If not already on the ALMA mailing list for the ALMA newsletter, students will be invited to join.

### 3. Assessment

Students must book their CertBALM® assessments with the ACT and all payments for assessments are made directly to the ACT. When you book and take an assessment, you agree to the ACT Terms & Conditions. Please refer to the ACT Terms and conditions available at <https://www.treasurers.org/termsandconditions/qualifications>.



#### **4. Prices and Sales Taxes/VAT**

Sales taxes (VAT etc.) are charged at the applicable rate depending on the product and/or customer.

Notice of new pricing will be given in advance but ALMA and the ACT reserves the right to change prices listed without notice.

#### **5. Payment**

An invoice for the course and Residential School fees will be issued once your application has been received. ALMA payment terms are 30 days from the date of the invoice and, in any case, the invoice must be paid before the start date of the course.

If the invoice for the course and Residential School is not paid by the start of the course, you will not be given access to the study materials.

The course and Residential School fees are invoiced by ALMA. The cost of accommodation for the Residential School is paid directly to the hotel.

The assessment fees are paid directly to the ACT on booking the Assessment.

#### **6. ACT Learning Academy**

From the course start date, you will be given access to the ACT's Learning Academy. By using the Learning Academy, you agree to the ACT Learning Academy 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 a minimum, ALMA and the ACT 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.

CertBALM® study materials will only be made available to students on the course start date and not before.

##### **6.1 Ownership and Intellectual Property Rights**

The Learning Academy site is owned by the ACT. Except for the CertBALM® study materials, the content provided on the site together with all materials provided for student learning including design, software, code, graphics, text documents and audio are owned by the ACT. The CertBALM® study materials are owned by ALMA and its tutors. Nothing in the CertBALM® study materials, and no other content in whole or in part of the Learning Academy, may be copied, reproduced, uploaded, posted, displayed or linked to in any way without the prior permission of ALMA and/or the ACT, as appropriate. Any such use is strictly prohibited and will constitute an infringement of ALMA and/or the ACT's (as appropriate) intellectual property rights.



## **6.2 Downloading your Study Materials**

You may download your study materials from the Learning Academy before your licence expires to enable you to continue to study after your licence has expired. However, please note that the syllabus may change over time and if you download your materials you do so at your own risk because ALMA and the ACT shall not have any responsibility or liability whatsoever for any downloaded course materials that subsequently become out of date.

## **6.3 Mentoring Email Service**

The mentoring email service is provided for private and non-commercial use and for the exchange of lawful, relevant, fair and appropriate information, feedback and comment. Any other use of the email is strictly prohibited. The mentoring email service can be found on the Learning Academy or by emailing [askthementor@ukalma.org.uk](mailto:askthementor@ukalma.org.uk).

We reserve the right not to respond to any emails 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 (which includes breach of copyright, defamation and contempt of court)
- advertise products or services for profit or other gain
- are seen to impersonate someone else
- are written in anything other than English

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

## **7. Special Requirements at the Residential School**

The ACT and ALMA will make every effort to accommodate special requirements that have been notified in advance on the booking form.

### **7.1 Health and Safety at the Residential School**

You must comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the premises at which the Residential School is provided.

### **7.2 Behaviour at the Residential School**

ALMA reserves the right to remove any delegate from a Residential School whose behaviour is deemed inappropriate by ALMA or its tutors. This would result in no refund of fees or other costs being paid.

### **7.3 Tutors at the Residential School**

ALMA shall provide such tutors to present as it deems fit and shall be entitled at any time to substitute any tutor with any other person who, in ALMA's sole discretion, it deems suitably qualified to present at the Residential School.



## **8. Invitation Letters**

Should a student require an invitation letter from ALMA, it is able to be provided if full payment of the course fee has been received. ALMA is not able to act on behalf of a student and shall not be responsible for any costs incurred by failure to obtain a full visa.

## **9. Technology**

Neither the ACT or ALMA warrants that the provision of any content online will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is secure or free from bugs, viruses, errors and omissions.

## **10. Completion of the CertBALM®**

You have four years, from the start date of your course, to complete the CertBALM® in its entirety. If, after this time, you have failed to complete part or all of the course, you will need to start (and pay for) the qualification again from the beginning and in its entirety. In addition, for each part of the CertBALM® (i.e. the Unit 2/3 exam, the Unit 4/5 exam and the Case Study) you may only attempt each of these a maximum of four times within the four year period.

## **11. Cancellation**

You may cancel the CertBALM® online course and Residential School any time up until 6 weeks before the course start date and receive a full refund of the course fee. Thereafter, no refund will be given.

Refunds will be processed within 28 days of receiving your request via bank transfer to the original payer.

## **12. Cancellation of the CertBALM® Residential School by ALMA**

ALMA reserves the right to cancel a Residential School up to and including on the first day of the school in extreme circumstances. If ALMA should cancel a Residential School, ALMA will try to reschedule the Residential School and will inform students of dates and location.

Any travel costs incurred are entirely the delegate's responsibility. Neither the ACT nor ALMA will accept any liability for the reimbursement of travel costs.

Refunds will be processed within 28 days of receiving your request via bank transfer to the original payer.

## **13. Substitutions**

If you need to substitute your place on the CertBALM® course with another student from your organisation, you must notify ALMA via email. Any substitutions will incur an administration fee of £100 plus VAT. This can only be processed 7 days prior to the start date.



#### **14. CertBALM® Alumni**

Following successful completion of the CertBALM® qualification, the names of students will be published on the ALMA website, the ALMA newsletter and in the ALMA Conference brochures.

Full details of ALMA's Privacy Policy can be found at <https://ukalma.org.uk/wp-content/uploads/2021/02/Privacy-Policy-February-2021.pdf>.