



# A4S Academy Programme Terms & Conditions

Welcome to the A4S Academy!

These are the terms and conditions governing the contract between you and Accounting for Sustainability (A4S).

We've set out to make these Terms as clear and concise as possible. They are designed to protect both you and A4S, and ensure a mutually beneficial and transparent relationship. Please take a moment to read them, as they contain important information on how we will deliver the Programme to you, how you and we may change or end the Contract, what to do if there is a problem, how we process data, and other important information.

If you have any questions or concerns about any of the terms outlined, please don't hesitate to contact the Academy team at [academy@a4s.org](mailto:academy@a4s.org).

## 1 Interpretation

The following definitions and rules of interpretation apply in these Terms (as defined below).

### 1.1 Definitions

**Cohort:** a group of A4S Academy Participants enrolled in a single Programme cycle.

**Commencement Date:** (a) the Commencement Date of the Contract with the Employer Organization in respect of a Fee Paying Participant is the date determined pursuant to Clause 17.1(a); (b) the Commencement Date of the Contract with the Employer Organization in respect of a Facilitator is determined pursuant to Clause 17.1(b).

**Contract Period:** the date beginning on and from the Commencement Date and ending on the earlier of: (a) the termination of these Terms (howsoever occurring) and (b) the date the Participant graduates from the Programme.

**Contract:** the legally binding relationship as between you and us, established by these Terms, which comes into existence at the Commencement Date, all of which shall form a single integrated agreement between the parties.

**Data Controller:** Accounting for Sustainability (A4S) and the Employer Organization which together determine the purposes for which and the means by which the Participant's personal data is processed.

**Employer Organization:** the person supporting a Participant's enrollment in the Academy Programme and (where applicable) paying to A4S the stated price of a Participant's enrollment in the Programme, or procuring the contribution by the Facilitator to the Academy Programme..

**Facilitator:** the individual designated as such by A4S.

**Fee Paying Participant:** the individual who is or will be enrolled in the Programme and in respect of whom the Employer Organization is required by Clause 17.1(a) to pay a fee for that person's enrollment in the Programme.

**Participant:** any one or more of (a) the Facilitator and (b) the Fee Paying Participant.  
**Programme Start Date:** the day on which the first webinar or session of the Academy Programme is held for a new Cohort, irrespective of whether the Participant is joining that specific webinar or session.

**Programme:** the A4S Academy Programme, facilitated by A4S.

**Terms:** these Terms and Conditions.

**We, Our or Us:** Accounting for Sustainability (A4S).

**Writing:** when we use the words "**writing**" or "**written**" in these Terms, this includes emails.

**You or Your:** the Employer Organization.

- 1.2 Words or phrases defined together may be used interchangeably in these Terms, on our website or in materials used to deliver the Programme.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to these Terms or to any other agreement or document is a reference to these Terms or such other agreement or document, in each case as varied from time to time.
- 1.6 References to Clauses are to the clauses of these Terms.
- 1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa.

- 1.9 The verb “will” will have the same meaning as “shall” and both impose an obligation.
- 1.10 Clause, schedule and paragraph headings shall not affect the interpretation of these Terms.
- 1.11 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

## 2 Information about us and how to contact us

- 2.1 **Who we are:** We are Accounting for Sustainability (A4S), a charity registered in England and Wales. Our registered charity number is 1195467 and our registered office is at 9 Appold Street, London EC2A 2AP.
- 2.2 **How to contact us:** You can contact us by email at [academy@a4s.org](mailto:academy@a4s.org) or by telephone at +44 (0) 20 4534 3442 (Ext. 2).
- 2.3 **How we may contact you:** If we have to contact you or the Participant we will do so by telephone or by email at the address provided to us in the application. We may from time to time contact you using alternative communication channels, which may include social media or web chat.

## 3 These terms

- 3.1 **What these Terms cover:** These are the terms and conditions on which we supply the Programme to you during the Contract Period. These Terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.2 **Your agreement to the terms:** When you enter into a Contract with us you confirm your agreement to the provisions of these Terms.
- 3.3 **Electronic signatures:** The parties acknowledge that electronic signatures, whether digital or encrypted, are acceptable and have the same legal effect as handwritten signatures.

## 4 Application to the Academy Programme

- 4.1 **How we will accept an application:** Our acceptance of an application to the Academy will take place when we email the Participant with confirmation that the application has been accepted. The Participant will be asked to accept their place on the Programme by submitting a signed pledge.
- 4.2 **If we cannot accept an application:** If we are unable to accept an application, we will inform the individual who applied and will not charge for the Programme. This might be because the Programme is fully booked, because the application requirements are not met, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the Programme.
- 4.3 **The Participant’s responsibility in relation to the Programme:** You will procure that the Participant’s selection of the Programme is appropriate and has secured your

approval.

- 4.4 **Identity verification:** Upon our request, you will procure that the Participant provides an official identity document which reflects the name provided upon registration for authentication and record purposes. Acceptable forms of identification include an identity document (national ID card), passport, government- or state-issued driver's license (US and UK only), state or province ID card, or birth certificate. If identification verification is required, non-submission of valid identification in accordance with these Terms may result in the Participant's access to the Programme being restricted and we may end the Contract. If the Participant undergoes a name change during the Programme, you will procure that the Participant communicates this in writing to [academy@a4s.org](mailto:academy@a4s.org).

## 5 The Participant's rights to make changes

- 5.1 If the Participant wishes to make a change to the Programme they have selected they or you should contact us. We will advise you whether the change is possible. If it is possible we will let you know about any changes to the price of the Programme, the timing of the Programme or anything else which would be necessary as a result of the requested change and ask the Participant to confirm whether they wish to go ahead with the change, and to provide your approval of the requested change if so. Such changes will not proceed without your written approval.

## 6 Our rights to make changes

- 6.1 **Minor changes to the Programme:** These are changes which will not affect the delivery or outcomes of the Programme. For example, we may change the Programme:
- 6.1.1 to reflect changes in relevant laws and regulatory requirements;
  - 6.1.2 to make unavoidable changes to the times or dates of webinars or sessions (several options are always provided for mandatory sessions);
  - 6.1.3 to make unavoidable changes to the facilitators or speakers for webinars or sessions;
  - 6.1.4 to implement minor technical adjustments and improvements, for example a change to the software used to facilitate the Programme remotely.
- 6.2 **More significant changes to the Programme and these Terms:** In the event that we need to make significant changes to the Programme or these Terms, we will notify you. We will also contact the Participant for their information.
- 6.3 What constitutes a significant or minor change is in our sole and absolute discretion.

## 7 Transferring or deferring a place on the Programme before the Programme Start Date

- 7.1 Participants will be notified of the Programme Start Date once their signed pledge has been received by A4S. If the Participant wishes to transfer their place to another individual or defer their place to a later Cohort or Programme in advance of their current Programme Start Date, they or you should contact us.

- 7.2 The Participant’s place on the Programme cannot be transferred to another individual after the current Programme Start Date.
- 7.3 If the Participant wishes to transfer their place in a Cohort to another individual employed by you, this is not subject to any fee. Any individual put forward to take such Participant’s place must meet the same standard applicant requirements to be accepted to the Programme.
- 7.4 If the Participant wishes to defer their place to a later Cohort or Programme before the Programme Start Date, they or you should contact us. If it is possible to support such Participant’s request, we reserve the right to charge a fee as set out below to offset our administration costs:

In the case of a request made:	
Over 2 weeks before the Programme Start Date	First deferral at no charge. Subsequent deferral: 5% of the programme fee will be charged as an administrative fee.
2 weeks or less before the Programme Start Date	5% of the programme fee will be charged as an administrative fee.

- 7.5 Any transfer or deferral of place will not be completed until:
  - 7.5.1 we have received your written approval;
  - 7.5.2 the Participant has received written confirmation of their place in an alternative Cohort or Programme, or the individual to whom they are transferring their place has signed and emailed their pledge to [academy@a4s.org](mailto:academy@a4s.org); and
  - 7.5.3 any fee due has been paid.
- 7.6 Nothing in these Terms allows the resale or offer for resale of a place on the Programme unless expressly authorized by us.

**8 In the event a Participant changes employment during the Programme**

- 8.1 A Participant changing employment before their graduation from the Programme may be able to complete the Programme at their new place of work if we decide in our sole and absolute discretion that:
  - 8.1.1 the new person employing such Participant is also a person who meets the requirements of the Programme and such new person has provided their written approval; and
  - 8.1.2 it is at a time in the Programme where this change can be accommodated.
- 8.2 In the event that the Participant changes employment during the Programme you will not be entitled to a refund. It is your responsibility to make the necessary arrangements with that Participant regarding the Programme fee in such circumstances.

## 9 Suitability for the Programme

- 9.1 We will not be liable if the Participant lacks the capability to undertake the selected Programme, has no aptitude to cope with an intensive programme of study, or is not fluent in English.

## 10 Providing the Programme

- 10.1 **Accessibility of the Programme:** We wish to make the Programme accessible to as many suitable candidates as we can. We welcome Participants with disabilities or other accessibility needs. If a Participant requires any reasonable adjustments from us to access the Programme, you will procure that they provide details to us at the time they accept their place. Where we are able to make requested reasonable adjustments we will do so. If, for any reason, we are not able to make the necessary adjustments we will refund the fees paid for the Programme in full.
- 10.2 **Workplace support:** It is your responsibility to ensure that the Participant is appropriately supported in their workplace, whether they opt to join the Programme from their office, home or other location.
- 10.3 **Programme information:** You will procure that the Participant checks publicly available information on the website and materials shared in advance of the Programme to confirm their availability for the Programme before accepting a place. We will provide further information advising when and where the Programme sessions will take place, and joining instructions, to enrolled Participants in good time in advance of the Programme Start Date and in advance of each session.
- 10.4 **We are not responsible for delays outside our control:** If the Programme is delayed by an event outside our control then we will contact the Participant, or you if you have requested to be contacted in such instances, as soon as possible and we will take steps to minimize the effect of the delay. If there is a risk of substantial delay we will use reasonable endeavours to prioritize the Participant for a place on an alternative Cohort. Provided we do this we will not be liable for delays caused by the event.
- 10.5 **Required information:** You will procure that the Participant provides the information that we may need from them so that we can supply the Programme to them. Where applicable, this will have been stated in the application process and Programme materials.
- 10.6 **Resupplying a programme:** If we decide at our sole and absolute discretion that the Participant has not achieved the minimum requirements of the Programme, then we shall inform you and the Participant shall not graduate from the Programme. We will also contact the Participant for their information. We reserve the right to charge for joining a future programme.

## 11 Removal from the Programme

- 11.1 We will use methods appropriate to the Programme content to assess if the Participant meets the standard required to continue with and graduate from the Programme.
- 11.2 We reserve the right to refuse to allow the Participant to participate, or continue to

participate, in the Programme if:

- 11.2.1 they give cause for concern that their continued participation may cause offence or injury to themselves or other Participants;
- 11.2.2 their late arrival or early departure means they miss more than 50% of a mandatory session or they are absent from all of the options provided for any mandatory session, and we determine at our sole and absolute discretion that they will gain insufficient knowledge or skill from the other sessions alone;
- 11.2.3 they do not complete obligatory Programme elements or assignments by the deadlines specified (both these obligations and deadlines to be clearly communicated to all Participants together in advance);
- 11.2.4 they are deemed by us (acting reasonably) to behave inappropriately.
- 11.3 Their removal from the Programme will entitle us to end the contract according to Clause 15 (*Our rights to end the contract*).
- 11.4 Their removal from the Programme under this Clause 11 will not give rise to entitlement to any refund.
- 11.5 If the Participant has been removed from the Programme under this Clause 11 the following liabilities may occur:

Before the Programme Start Date:	An administration fee equal to 5% of the fees of the Programme will be due.
After the Programme Start Date:	The programme fee will not be refunded and will continue to be due in the case that it remains unpaid at the point the Contract is ended.

## 12 Your rights to end the contract

- 12.1 **Ending the Contract because of something we have done or are going to do:** If you are ending a contract for a reason set out at 12.2.1 to 12.2.2 below, the contract will end immediately. We shall use reasonable endeavours to offer an alternative Cohort or programme to the Participant. If no alternative is available, your rights to a refund as are as follows:

Before the Programme Start Date:	The Programme fee, if paid, will be refunded in full.
After the Programme Start Date:	We will issue a refund in accordance with the proportion of the Programme's contact time the Participant has benefited, which shall be determined at our sole and absolute discretion.

- 12.2 The reasons are:

- 12.2.1. we have told you about an error in the price or description of the Programme selected and you do not wish to proceed;

12.2.2. we have done something wrong, such as not delivering scheduled seminars without making reasonable effort to rearrange or provide alternatives.

12.3 **Ending the contract where we are not at fault:** Even if we are not at fault you can still end the Contract before it is completed. If you chose to do so, please be aware your rights to a refund are as follows:

Before the Programme Start Date:	The Programme fee, if paid, will be refunded. An administration fee equal to 5% of the fees of the Programme will be due.
After the Programme Start Date:	The programme fee will not be refunded and will continue to be due in the case that it remains unpaid at the point the Contract is ended.

In all cases, you must notify us of the contract ending by email to [academy@a4s.org](mailto:academy@a4s.org). We will also contact the Participant for their information.

### 13 How to end the contract with us (including if you have changed your mind)

13.1 **Tell us you want to end the contract:** To end the contract with us, please let us know by emailing us at [academy@a4s.org](mailto:academy@a4s.org).

### 14 Refunds

14.1 **How we will issue a refund:** If entitlement to a refund arises under these Terms we will refund the fees paid for the Programme less any administration fee due, by the method used for payment. No interest will accrue on any amounts refunded to you and any applicable bank charges will be offset against the refunded amount.

14.2 **When a refund will be made:** We will make any refunds due as soon as possible and no later than 30 days from the date the contract ends.

### 15 Our rights to end the contract

15.1 We may end the contract at any time if any one or more of the following circumstances arise or events occur:

15.1.1. we remove the Participant from the Programme due to one of the reasons listed in Clause 11;

15.1.2. payment is not made to us when it is due;

15.1.3. there is a breach of Clause 4.4 or Clause 7.6;

15.1.4. if there is insufficient demand for the Programme, as determined by us in our sole and absolute discretion.

### 16 If there is a problem

16.1 **How to tell us about problems:** If you have any questions or complaints about the Programme, please contact us by email at [academy@a4s.org](mailto:academy@a4s.org) or by telephone at +44



(0) 20 4534 3442 (Ext. 2). If you would like to escalate a complaint and speak to a senior member of A4S staff who is not directly involved in the Academy, you can contact A4S's Chief Operating Officer via [info@a4s.org](mailto:info@a4s.org).

## 17 Price and payment

### 17.1 Agreement to paying the stated fees for the Programme:

- (a) Subject to Clause 17.1(b), in consideration of us making available the Programme to the Fee Paying Participant, you shall pay the fees and charges relating to the Programme as set out in the relevant invoice. Payment of such invoice constitutes acceptance by you of all Terms at which point and on which date the Contract between you and us shall come into existence.
- (b) In the event the Participant has been designated as a Facilitator by notice from us to you and you procure that the Facilitator accepts this designation (for example, by permitting the Facilitator pledge to be signed and returned to us), you shall procure that the Facilitator contributes to the delivery of the Programme in the manner as set out in the Facilitator pledge.

17.2 **Where to find the price for the Programme:** The price of the Programme (which will be shown excluding and including VAT if applicable) is the price indicated on publicly available information included on the website and in the brochure for the A4S Academy. We take reasonable care to ensure that the advertised price of the Programme is correct. Please see Clause 13.2 for what happens if we discover an error in the price of the Programme.

17.3 **How and when to pay:** The full price of the Programme must be paid in accordance with the terms stated on the invoice. We accept payment by bank transfer or with corporate American Express, Mastercard, and VISA credit cards. Where payment is made by credit card, we will charge a 3.25% processing fee to cover our costs. When making payment to us, you must ensure that your payment is correctly made-out and your invoice number (to which the payment relates) is reflected on your payment. We will not be held liable if we are unable to locate your payment and this prevents the Participant's participation in the Programme.

17.4 **Bank Charges:** You will be liable for all bank charges, fees and/or additional costs if they are levied on or added to a payment made by you to us from any country or jurisdiction.

17.5 **Right to Set-off:** All amounts due to us under these Terms must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

17.6 **Consequences of non-payment:** If payment for the Programme has not been made by the due date for payment as shown in the invoice, then we may, at our sole discretion, remove the Participant from the Programme or suspend the Participant's engagement with the Programme until we have received the outstanding payment. You will be given a period of time within which to rectify non-payment and if payment is not made within the given additional period of time, then we may cancel the Participant's place on the Programme and end the Contract.

- 17.7 **What happens if we got the price wrong:** It is always possible that, despite our best efforts, the Programme may be incorrectly priced. Where the Programme's correct price at the date the application is submitted is less than our stated price at that date, we will refund the difference. If the Programme's correct price at the application date is higher than the price stated, we will contact you for instructions. Your rights are set out in Clause 12.1 (*Ending the Contract because of something we have done or are going to do*).

## 18 Our responsibility for loss or damage suffered

- 18.1 Nothing in these Terms shall limit or exclude our liability for:
- 18.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
  - 18.1.2 fraud or fraudulent misrepresentation;
  - 18.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 18.2 Subject to Clause 18.1:
- 18.2.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any direct, indirect or consequential loss arising under or in connection with any contract between us; and
  - 18.2.2 our total aggregate liability to you for all other losses arising under or in connection with any Contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited in respect of all claims (connected or unconnected) by you to 100% of the total sums actually paid by you for the Programme under the Contract.

## 19 Data protection

- 19.1 Our registration number on the data protection register is Z7376592.
- 19.2 To fulfil our obligations under these Terms and effectively deliver the services related to the Academy, we will act as joint Data Controller with you in order to hold and process personal data, and special category data (where applicable) of the Participant and their nominated Chief Financial Officer, following receipt of the application and during and after the Participant's time at the Academy, in accordance with the Data Protection Act 2018. Details of the processing are set out in [our privacy notice available here](#).
- 19.3 We will only use the personal data to fulfil our obligations under these Terms or in accordance with the data subject's instructions, unless otherwise required by law - in which case we will notify the data subject, unless prohibited from doing so by law. We will notify you if we become aware that any of your instructions infringe the data protection legislation.

- 19.4 If we are provided with information about making the Programme accessible to the Participant we will only use it for that purpose.

## 20 Awarding Bodies

- 20.1 Please refer to our website for the list of awarding bodies and partnerships which support the Programme.

## 21 Intellectual Property Rights and Confidential Information

- 21.1 **Materials distributed during the Programme:** We may distribute materials during the Programme. All intellectual property rights in any such materials developed by us shall be owned by us.
- 21.2 **Retention of our intellectual property:** Participation in the Programme does not confer any intellectual property rights (by implication or otherwise) on you to (and you will procure that the Participant will not) use, alter, copy or otherwise deal with any of our symbols, trademarks, logos and/or intellectual property or in the materials referred to in Clause 21.1.
- 21.3 **Confidential information:** In the event that we disclose any confidential information to you or the Participant, you shall (and will procure that the Participant will) not at any time disclose to any person any such confidential information except as may be required by law, court order, or any governmental or regulatory authority.
- 21.4 **Prohibited use:** You shall (and will procure that the Participant will) not do any of the following without our written permission:
- 21.4.1 making available copies of the Programme content (or any portion thereof) on a network server, web server, or another website, for use or examination by others;
  - 21.4.2 using, displaying or otherwise making available the Programme content (or any portion thereof), or any other materials with the exception of publicly available materials on our website, to third parties in an electronic or print format that enables it to be downloaded or distributed to any third party via a mobile device, or shared in any peer-to-peer or similar file sharing arrangement, or enabling the distribution of the Programme content by any other means;
  - 21.4.3 sublicensing, reselling, renting, lending, assigning, ceding, donating or otherwise transferring or distributing or profiting from the Programme content or rights granted under these Terms;
  - 21.4.4 reverse engineering, decompiling, or disassembling any software that is contained within Programme content; and
  - 21.4.5 removing any notice of copyright, trademark or any other proprietary right from any place where it is displayed on or embedded in the Programme content.

## 22 Other important terms

- 22.1 **We may transfer this agreement to someone else:** We may assign, transfer or deal in any other manner with any or all of our rights and obligations under these Terms.
- 22.2 **You need our consent to transfer your rights to someone else:** You may only assign, transfer or deal in any other manner with any or all of your rights and obligations under these Terms if we agree to this in writing.
- 22.3 **Who has rights under these Terms:** these Terms govern the Contract between you and us. No other person or entity shall have any rights to enforce any of its terms and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 22.4 **If a court finds part of these Terms unenforceable, the rest will continue in force:** Each of the Clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unenforceable, the remaining Clauses will remain in full force and effect.
- 22.5 **Even if we delay in enforcing this contract, we can still enforce it later:** If we do not insist immediately that you do (or procure that the Participant does) anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 22.6 **Freedom of Information:** Where you are a Public Authority as defined in the Freedom of Information Act 2000 (the “FOIA”) you agree to notify us immediately if you receive any FOIA request for information regarding us or our organization, and you agree to consult with us regarding the application of any exemptions under the FOIA in relation to such request. We agree to cooperate with you in relation to the FOIA.
- 22.7 **Entire Agreement:** The entire agreement between the parties in relation to the Programme shall be the Contract as defined in clause 1.1. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the Contract and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 22.8 **Revision of Terms:** We reserve the right to revise our Terms and Privacy Policy at our sole and absolute discretion from time to time. These revisions will become effective immediately on being posted to our website. However, for all material changes to the Terms, we will take reasonable steps to notify you of such changes if your employee has been accepted as a Programme Participant at the time when such changes come into effect.
- 22.9 **Conflict:** If any aspect of these Terms conflicts with any information provided on our website or in information packs or other Programme materials, these Terms will prevail unless expressly stated otherwise.
- 22.10 **Authority to act.** You make the following warranties and representations in respect of yourself on the Commencement Date: (a) you have the power to make and carry out

the Contract and to perform your obligations under the Contract and all such actions have been duly authorized on your part; and (b) the Contract has been duly and validly executed and delivered by you and constitutes your legal, valid and binding obligations, enforceable in accordance with its terms.

- 22.11 **Which laws apply to this Contract:** Any dispute or claim arising out of or in connection with a Contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.