



## TERMS & CONDITIONS

### 1. Introduction

Welcome to **Counter Intelligence**, a provider of pharmacy training courses operated by Communications International Group Limited. The following Terms & Conditions ("**Terms**") govern the supply and use of the Materials provided by Counter Intelligence and are binding on all parties.

### 2. Definitions

"**CIG**" is Communications International Group Ltd (registered number 01241120) whose registered address is at 239 Linen Hall, 162-168 Regent Street, London W1B 5TB, England and its subsidiaries and associated companies.

"**Employer**" is the employer of the Candidate and who purchases the Materials on the Candidate's behalf

"**Supervisor**" is the registered pharmacist or pharmacy technician appointed to act as a tutor for a Candidate.

"**Candidate**" is the pharmacy team member who is using the Materials for training and who is working in a registered UK Pharmacy.

"**Materials**" are the training courses and associated updates/corrections purchased directly from CIG.

"**MCA plus Stock**" is the Medicines Counter Assistant Plus Stock Control Course.

"**PAC**" is the Pharmacy Assistant course.

"**GPhC**" is the General Pharmaceutical Council.

### 3. Contractual relationship

3.1 These Terms set out the contractual relationship and obligations of CIG, the Employer, the Candidate and the Supervisor.

3.2 The Materials are provided for use by a single Candidate and cannot be reused for other members of staff.

3.3 Courses can only be provided to Candidates who are working in a registered pharmacy, under the supervision of a registered pharmacist/technician.

3.4 In buying or using any of the Materials the Employer confirms that the Supervisor has sufficient time to support the Candidate to complete the course, give feedback and is capable of assessing the Candidate's competency.

3.5 These Terms may be changed from time-to-time and will be kept up to date on the Counter Intelligence website ([www.counter-intelligence.co.uk/terms](http://www.counter-intelligence.co.uk/terms)). It is the responsibility of Employers to ensure they are familiar with the latest version.

#### **4. Intellectual property rights**

4.2 All intellectual property rights including but not limited to logo, trademark, image, copyright and database rights ("Rights"), in the Materials contained in or referred to on this website belongs to CIG or our licensors. No part of these Materials may be reproduced, copied, distributed, or transmitted in any form or by any means (with the exception of photocopying/taking pictures of assessments before postage). For the avoidance of doubt, it is agreed and understood that at no point will the Employer, Supervisor or Candidate acquire or assert ownership of these Rights.

#### **5 Payment**

5.1 Payments for Materials may be made by either of the following:

5.1.1 Credit/Debit card payment over phone, or

5.1.2 Bank Transfer as detailed on the invoice

Materials will not be despatched until payment in full has been received.

5.2 Once paid for and delivered, the Materials are non-refundable.

5.3 MCA plus Stock or PAC courses can be transferred to another Candidate with the written agreement of CIG within 6 months of enrolment providing none of the materials have been used. CIG reserve the right to charge an administration fee.

5.3 Replacement Materials such as re-issuing certificates, replacement handbooks or assessments will be charged for. Contact CIG for prices.

#### **6 Data & Privacy Policy**

CIG will collect, store and process personal data that is relevant to the supply and administration of the Materials and the Candidate's performance. The provisions for such data collection, storage and processing are fully detailed in our Privacy Policy ([www.counter-intelligence.co.uk/privacy](http://www.counter-intelligence.co.uk/privacy)).

#### **7 Permissions**

7.1 The Employer is responsible for ensuring the Candidate and Supervisor (if they are not the Employer) are aware of these Terms.

7.2 In buying the Materials the Employer grants permission to CIG for relevant data to be shared with third parties for supply/management of the course and for GPhC accreditation. The Employer is responsible for obtaining permission from the Candidate and Supervisor for sharing their data and warrants to CIG that such permission has been obtained.

7.3 The Supervisor gives CIG permission for CIG to share any concerns about the Candidate's fitness to practice or and other identified malpractice with the GPhC.

#### **8 Termination**

8.1 These Terms and Conditions terminate:

8.1.1 Upon completion of the Materials.

8.1.2 If the course cannot be completed due to assessment failures, or if the Candidate breaches malpractice policies.

## **9 Issues outside of CIG control**

9.1 CIG will take all reasonable steps to ensure timely delivery of materials and outcomes of assessments but at times this is outside of their control. CIG takes no responsibility for assessments lost in the post, and Candidates should ensure that these are photocopied/photographed before posting in case of any such issue. To enable timely course completions, sometimes Candidates may be asked to send their work via email.

## **10 Learning contract and changes to Supervisor details**

10.1 It is a condition of these Terms that the Candidate and Supervisor will read and sign a learning contract at the beginning of the course which sets out the obligations of the Supervisor, Candidate and CIG.

10.2 The Candidate, Supervisors and any temporary staff (e.g. Locums) involved with the Candidate should read all of the information in the associated Guides (Assistant's Guide, Supervisor's Guide and Locum and Temporary Pharmacists Guide) provided before starting the course and follow the guidance given in relation to assessments and signing competency statements.

10.3 Any changes to Supervisor or Candidate details (e.g. address) should be communicated to CIG within 14 days in writing.

## **11. Liability**

11.1 CIG will not be liable, in contract, tort (including, without limitation, negligence), under statute or otherwise, as a result of or in connection with Counter Intelligence or the use of the Materials, for any: (i) economic loss (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or (ii) loss of goodwill or reputation; or (iii) special or indirect or consequential loss. Notwithstanding the above if CIG is held liable, that liability (howsoever arising) shall be limited to the sums paid by you for the Materials.

11.2 Nothing in these Terms shall be construed as excluding or limiting the liability of CIG for death or personal injury caused by its negligence or for any other liability which cannot be excluded by English law.

This version of the Terms & Conditions effective: November 2020