

# Terms, Conditions and Policies

Welcome to the Mortha Halls of Ivy (MHI) website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern the Mortha Halls of Ivy's relationship with you in relation to this website.

The term "Mortha Halls of Ivy" or "MHI" or "Mhi.college" or "us" or "we" refers to the owner of the website whose registered office is Unit 6, Castle Court 2, Castlegate Way, Dudley, West Midlands, DY1 4RH, United Kingdom. The term "you" refers to the user or viewer of our website.

## 1. Acceptance

Mortha Halls of Ivy provides this site (mhi.college) to you subject to the terms contained in this document (agreement). If you do not agree with any of the terms of this agreement, do not access or otherwise use this site. Your use of this site shall be deemed to be your agreement to abide by each of the terms set forth below. It is the responsibility of the customer to read such conditions before entering upon a transaction.

Mortha Halls of Ivy grants you a personal, non-transferable and non-exclusive right to use its materials and software on any personal media device; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify any of the material in any manner or form. You agree not to access Mortha Halls of Ivy products or Services by any means other than through the interface that is provided by Mortha Halls of Ivy for use in accessing the Mortha Halls of Ivy Services and products.

By registering with mhi.college , you represent that you are of legal age to form a binding contract. You agree to provide true, accurate, current, and complete information about yourself in all required fields of the registration form. If any of your information changes, you agree to update your registration information as soon as possible. If Online Business School suspects that your registration information is not complete, current, or accurate, or that you have otherwise violated these Terms of Use, your account may be subject to suspension or termination, and you may be barred from using the mhi.college website.

The awarding bodies Mortha Halls of Ivy is working with might sometimes change; however, students will not be disadvantaged.

## 2. Privacy policy

Your privacy is very important to us at Mortha Halls of Ivy. Users should refer to our privacy policy for information about how Mortha Halls of Ivy collects and uses personal information. Details of how we use information you provide is set out in our privacy policy. By agreeing

and accepting this agreement you consent to Mortha Halls of Ivy disclosure and use of your information as described in the privacy policy.

### **3. User account, password & security**

The creation of an account is compulsory to purchase from Mortha Halls of Ivy. You will be required to create a password and user account. You are responsible for maintaining the confidentiality of the password and account and are responsible for all activities that occur under your account. You agree to (1) immediately notify Mortha Halls of Ivy of any unauthorised use of your password or account or any other breach of security and (2) ensure that you log out from your account at the end of each session. Mortha Halls of Ivy cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

### **4. Proprietary rights (trademarks & copyright notice)**

You acknowledge and agree that any content, including but not limited to text, data, photos, graphics, etc. or material contained or distributed through the site, by Mortha Halls of Ivy, its advertisers or third parties, is protected by trademarks, service marks, patents, copyrights, or other proprietary rights and laws.

You therefore may not under any circumstances use or distribute any content received through the site without authorisation of the content owner. You agree not to publish, reproduce, copy, in whole or part, nor upload, download, post, email, sell or otherwise distribute content available through the site.

### **5. Rules of conduct**

The following rules of conduct apply to your use of the website and to all materials you post on mhi.college, including text, data, graphics, audio or video content, sound, chat, messages, files or any other material (collectively user submissions) whether the user submission is included in blogs, discussion groups, emails, profiles, comments, or any other portion or feature of mhi.college.

You may not, in connection with the website:

- Upload, post, email or otherwise transmit any user submission that is libellous or defamatory, pornographic, sexually explicit, unlawful, or plagiarized.
- Infringes or violates any patent, copyright, trademark, trade secret or other property right.
- Breaches a duty of confidentiality by which you are bound due to a contractual or fiduciary relationship (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- A reasonable person would consider harassing, abusive, threatening, harmful, vulgar, profane, excessively violent, racially, ethnically, or otherwise objectionable or offensive in any way.

- Constitutes a breach of any person's privacy or publicity rights, a misrepresentation of facts, or hate speech.
- Violates or encourages others to violate any applicable law, statute, ordinance, or regulation.
- Promotes software or services that deliver unsolicited e-mail; or
- Contains viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful programming routines.

## **6. Internet connection**

The Mortha Halls of Ivy material requires a correctly configured and functional internet data connection, both for the initial purchase, and for use.

Data charges may be charged to you by your network provider depending on your individual tariff. You are responsible for any such costs.

We are unable to provide any warranties as to the levels of connectivity you will receive via your personal media device. This may depend upon your tariff, your network provider, or your corporate policy if you have a work-issued device. We will not accept any responsibility for any connectivity issues you may experience. Please contact your network provider or visit their website if you require assistance configuring a data connection for your phone.

If, however the Mortha Halls of Ivy website is down and it is believed to be our fault we agree to compensate users how we see fit, this would usually comprise of a credit note being issued for unfinished assessments. Mortha Halls of Ivy will deal with claims on a case-by-case basis.

## **7. Content and refunds**

Once payment is received and products have been delivered to the student's dashboard, or have been downloaded, refunds are not available. This does not affect your statutory rights.

Goods will only be dispatched to the customer when payment has been made in full and cleared funds and in any variance of this term shall be upon such terms as Mortha Halls of Ivy dictates.

Access to modules and assessments is limited to 5 (five) years, from the date of enrolment. In exceptional circumstances this may be extended.

Assessments can be re-sit as many times as required within the 5-year period as long as payments have been cleared in full.

Failure to pay the course fee or any agreed instalment payments may incur a £50 admin fee and suspension of your online account and being withdrawn from the course enrolled.

If students fail to keep up with monthly payments, any free items under promotional offers received under any scheme announced during the time of enrolment will be needed to return to Mortha Halls of Ivy.

All student payments need to be completed before the final awarding body certificate is provided to the student.

## **8. Discounts, offers and promotions**

Account discount codes – Discount codes may from time to time be offered to account holders; such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered.

Promotional discount codes – We may from time to time offer promotional discount codes which may apply in respect of any, or certain specified, purchases made through this Website.

All prices and course fees are listed in British Pound Sterling (GBP), and therefore we are not responsible for any exchange rate changes, nor any bank charges that arise from this or any other payments made to MHI.

## **9. Links**

Mhi.college (the site), or third parties may provide, links to other websites or resources. As Mortha Halls of Ivy have no control of such sites and resources, you acknowledge and agree that Mortha Halls of Ivy is not responsible for the availability of such sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources or the policies or such sites and resources.

Mortha Halls of Ivy is not responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site or resource

## **10. Variations/correction of errors and inaccuracies**

Mortha Halls of Ivy uses reasonable endeavours to ensure the information on the site is accurate, however the information and product listings on the site may contain typographical errors or inaccuracies and may not be complete or current. We make no representation or warranty that any information is accurate, complete, or up-to-date and, to the fullest extent permitted by law, we accept no liability for any loss or damage caused by any reliance placed on such information placed by you or anyone to whom you may communicate such information.

Mortha Halls of Ivy shall have the right at any time without any liability or notice to amend, remove any content of the site including prices, sales literature or other documents as long as such alterations do not materially affect the quality of the goods.

## **11. Warranty disclaimer**

You agree that your use of the website shall be at your sole risk. To the fullest extent permitted by law, Mhi.college, and any subsidiary, parent, affiliate, officer, director, licensor,

employee, supplier, distributor, reseller agent, owner, or operator of Mhi.college, disclaim all warranties, express or implied, in connection with the website and your use thereof. Mhi.college makes no warranties or representations about the accuracy or completeness of the websites content or the content of any sites linked to this site and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the website, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein, (iv) any interruption or cessation of transmission to or from the website, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our website by any third party, and/or (v) any omissions or errors in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the website. Mhi.college does not warrant, guarantee, endorse, or assume responsibility for any hyperlinked website or other promotion, and onlinebusinessschool.com will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. No information or advice, whether written or oral, obtained by you from mhi.college or through or from the service shall create any warranty not expressly stated in the terms of use. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate

## **12. Limitation of liability**

In no event shall mhi.college, or any subsidiary, parent, affiliate, officer, director, licensor, employee, supplier, distributor, reseller agent, owner, or operator of, be liable to you for any indirect, direct, special, punitive, incidental, or consequential damages whatsoever resulting from any (i) mistakes, errors, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our website, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein, (iv) any interruption or cessation of transmission to or from our website, (iv) any bugs, trojan horses, viruses, or the like, which may be transmitted to or through our website by any third party, and/or (v) any omissions or errors in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, transmitted, emailed, or otherwise made available via the website, whether based on warranty, tort, contract, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that mhi.college shall not be liable for user submissions or for any offensive, defamatory, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

The Website is controlled and offered by Mortha Halls of Ivy from its facilities in the United Kingdom. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

### **13. Plagiarism**

Academic dishonesty covers any attempt by a student to gain unfair advantage (e.g. extra marks) for her/himself, or for other students, by unauthorised means. Examples of such dishonesty include collusion, deceit, plagiarism and cheating in examinations.

**Collusion** includes, but not limited to, the conscious collaboration, without official approval, between two or more students, in the preparation and production of work which is then submitted as individual work. In cases where one (or more) student has copied from another, all students involved may be penalised.

**Deceit** includes misrepresentation or non-disclosure of relevant information, including the failure to disclose any cases of work being submitted for assessment which has been or will be used for other academic purposes.

**Plagiarism** is the act of using other people's words, images etc. as if they were your own. To make clear to readers the distinction between your words, images etc.

**Cheating** is defined as any attempt to gain an unfair advantage in an assessment (including examinations) or assisting another student to do so. It includes copying from other candidates, collusion, impersonation, plagiarism, and unauthorised access to unseen examination papers.

It is in the best interests of all students for Mortha Halls of Ivy to maintain the good reputation of its awards. Your co-operation is expected in actively protecting the integrity of the assessment process. It is the duty of all students to Online Business School to have high personal standards of academic honesty in their studies and to report any instances of malpractice of which they become aware.

### **14. Governing law and jurisdiction**

These Terms and Conditions are governed by and constructed in accordance with English Laws, and in the event of any disputes or claims associated with the terms and conditions will be subject to the jurisdiction of the courts of England

### **15. Fee payment**

United Kingdom students' payments:

Account Name: Mortha Halls of Ivy

Account Number: 24694063

Sort Code: 60-83-71.

Students from outside United Kingdom should use the below details:

Account Name: Mortha Halls of Ivy

IBAN: GB82SRLG60837124694063

SWIFT/BIC: SRLGGB2L

Bank Address: 5<sup>th</sup> Floor, Fruit & Wool Exchange, Duval Square, London E1 6PW

## **16. Data protection**

Mortha Halls of Ivy uses personal data of the customer for appropriate purposes and according to statutory regulations. The personal data given (i.e. name, email address, delivery address, bank details) for ordering products is used by Mortha Halls of Ivy for fulfilment and handling of the contract only. This data is treated confidentially by Mortha Halls of Ivy and is not given to any third parties who are not part of the ordering, delivery, and payment procedures. The customer shall be entitled to access information on their personal data which Mortha Halls of Ivy has saved about them, free of charge. They are also entitled to the correction of incorrect data, and the deletion of their personal data if they choose, so long as there is no legal obligation to retain such data.

## **17. Violations of these terms of use**

If you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bring court proceedings against you.

## **18. Data protection**

MHI will handle personal information in accordance with the terms of its privacy policy. MHI privacy statement can be requested from [info@mhi.college](mailto:info@mhi.college) or is available on our website.

## **19. Course accreditation**

Courses are accredited by a governing body chosen by Mortha Halls of Ivy, who assess and reviews all our content. If there is a change in validating partnership, Mortha Halls of Ivy will always aim to make sure the new governing body is of the same or higher standard. No refunds will therefore be issued to students in this scenario.

All students will be registered with the relevant awarding organisation prior to submission of assignments.

## **20. Equality & diversity**

Mortha Halls of Ivy are committed to ensuring the establishment of a culture and environment in which learners, staff and visitors understand and embrace the principles and practices of equality and diversity.

The college seek to ensure that all individuals can maximise their potential and do not face any unfair barriers and as such, the college will not tolerate any discriminatory behaviour with respect to any of the following protected characteristics of Equity Law.

- Age
- Race

- Gender reassignment
- Religion or belief
- Marital status
- Sex
- Sexual orientation
- Disability
- Pregnancy and maternity

## **21. General Data Protection Regulation (GDPR)**

Mortha Halls of Ivy is committed to upholding the privacy of its learners and employees and conforming towards the General Data Protection Regulation (GDPR) (overseas colleges should enter an equivalent Act or regulation specific to their region if available). To achieve this commitment, information about our learners, employees and other clients, contacts and other stakeholders must be collected and used fairly, stored safely and not unlawfully disclosed to any other person or third party. It should be clear why the data has been collected and how it will be used.

It is a policy to make as much information public as possible and the following information will be available to the public.

- Names of our directors
- Photographs of key staff
- List of staff
- Learner performance data

## **22. Health and safety**

Shows the commitment of Mortha Halls of Ivy and employees to health and safety aims to remove or reduce the risks to the health, safety and welfare of all workers, contractors and visitors, and anyone else who may be affected by our business operations and aims to ensure all work activities are done safely.

## **23. University admission**

Mortha Halls of Ivy in no way guarantees students direct progression onto a University Degree or Master's program; this will solely depend upon the student's circumstances, experience and application to the respective university.

## **24. General**

The place of fulfilment for all services in relation to [www.mhi.college](http://www.mhi.college) is the place of business of Mortha Halls of Ivy in England.

Our Trading Office:  
Unit 6, Castle Court 2, Castlegate Way, Dudley  
DY1 4RH, United Kingdom