

TERMS AND CONDITIONS

DELIVERY OF TRAINING COURSES/PROGRAMMES

APPLICATION AND ENTIRE AGREEMENT

These terms and conditions apply to the provision of training courses and programmes (including workshops) whether delivered in-person or online by Consilium Training and Support Ltd. The training courses may be detailed in our quotation, on our website, in other correspondence, or via our booking portal.

These terms and conditions and all other expressed terms of the contract shall be governed and constructed in accordance with the laws of England and Wales. Any disputes arising under the Terms and Conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

You are deemed to have accepted these Terms and Conditions when you accept our quotation, make a booking via our website booking portal, or correspond with us in any other way to book a training course or programme. By placing a booking with Consilium Training and Support Ltd you confirm that you understand and agree to adhere to the following conditions. It is your responsibility to read and understand these terms and conditions prior to making a booking with us.

INTERPRETATION

A “business day” means any day other than a Saturday, Sunday or bank holiday in England and Wales.

The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

BOOKINGS FOR ONLINE COURSES/PROGRAMMES

You can make a booking for an online course or programme via our website booking page which can be found at <https://consiliumtrainingandsupport.co.uk/training-calendar>. By making a booking in this way you confirm that you accept our terms and conditions. If you make a booking via our website portal you will receive an email confirmation of your booking within 24-hours. If you do not receive this confirmation, please check any junk folders within your email first before emailing info@consiliumtrainingandsupport.co.uk

You can also make a booking by emailing us directly at Training@consiliumtrainingandsupport.co.uk

All courses which have spaces available are advertised on our website. If you are unable to find a previously advertised course, it is likely that this course is now full. Should you wish to be

considered for a reserve list for the course, please email

Training@consiliumtrainingandsupport.co.uk

Your space on the course or programme is not confirmed until you have received an email from us, whether automated or otherwise.

Once your space is confirmed we will email and invoice to the specified email address associated with your booking.

For online/virtual events delegates are required to have access to a camera which must be turned on throughout the course. Failure to do so may result in the delegate being removed from the course, and no refund being given.

BOOKINGS FOR IN-PERSON/IN-HOUSE TRAINING

In-house training occurs when the course or programme is delivered at a suitable venue arranged by the client.

You can make a booking for in-person/in-house training by emailing a copy of our booking form to Training@consiliumtrainingandsupport.co.uk

It is the responsibility of the client to fill the number of places booked for in-person/in-house training. The client will still be liable for the full cost detailed at the time of the booking being made, regardless of how many learners attend the event.

We do not accept any responsibility or liability for the venue or the provision of refreshments for any in-house training. It is the responsibility of the client to ensure that the venue provided for the training is suitable for the training, complies with health and safety requirements and is fit for purpose.

DELEGATE NUMBERS

If more delegates attend than have been booked, you will be charged for each additional learner. An invoice will be raised and sent to you without the requirement for a booking to be made for the additional delegates.

FEES

The fees for the training are detailed on our website, within our quotation and/or our invoice.

The fees will be on a per person or group booking basis and this will be clearly identified within our quotation or invoice. For bookings made via our website portal the fees are per person. Clients should ensure that they book the required numbers of places for the delegates attending when using the booking portal.

For in-person/in-house training, in addition to the course delivery fees, we can recover from you the following:

- A) Reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses.
- B) The cost of services provided by third parties and required by us for the delivery of the training such as, but not limited to, venue costs where these are not supplied by you.
- C) The cost of any materials required for the delivery of the course/programme.

Should you engage any additional services which have not been included within the quotation, invoice or booking made, a further invoice will be issued to you.

PAYMENTS

We will invoice you for payment of the fees either:

- A) Within 48 hours of the course or event booking (unless additional information is required from you or otherwise agreed with you); or
- B) On the invoice dates set out in the quotation.

You must pay the fees due within 30 days of the date of our invoice, or otherwise in accordance with any credit terms agreed between us.

Time for payment shall be the essence of the contract.

Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 8% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.

All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

If you do not pay within the period set out above, we can suspend any further provision of services and cancel any future bookings which have been ordered or otherwise arranged by you.

Receipts for payment will be issued by us only at your request.

All payments must be made in British Pounds unless otherwise agreed in writing between us.

AMENDMENTS

If you wish to amend any details of a training course or programme, you must tell us in writing as soon as possible, but no later than 14 days prior to the commencement of the training course or programme. We will use reasonable endeavours to make any required changes and we will charge an administration fee of at least £200 depending on the amendments requested. You will be notified of the total charge prior to any amendments being made. Once approved by you this will be invoiced to you.

CANCELLATION, POSTPONEMENT OR FAILURE TO ATTEND

We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the course/programme delivery has not started, within a period of 14 days from the date of the quotation (unless the quotation has been withdrawn).

If, due to circumstances beyond our control, (including those set out under the subtitle **Circumstances beyond a parties control**) we have to make a change to the training course/programme or the way in which they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Where you book a course, event or programme from our online booking portal, which is found on our website, then you enter into a contract of sale with us at the point of booking.

Cancellations

Cancellations must be made in writing to the following email address:

info@consiliumtrainingandsupport.co.uk

Where bookings are cancelled by you we will charge a fee which are as follows:

- A) Cancellations made more than 30 days prior to the course/programme commencement date will be offered a full refund of the fee (minus any administration or transaction costs).
- B) With less than 30 days notice but more than 14 days notice prior to the course/programme commencement we will provide a 50% refund (minus any administration or transaction costs).
- C) With less than 14 days notice prior to the course/programme commencement, the full fee will be charged. Alternatively, a substitute delegate can be sent in place of the original delegate.

Postponement

Where you wish to transfer to a course/programme held on an alternative date, we reserve the right to make an administrative charge. Any request for postponement should be made as soon as possible.

Where we are notified more than 14 days prior to the course date a delegate can transfer to another scheduled course (for the same topic) at no cost.

Where we are notified between 10 and 14 days prior to the course date, a delegate can transfer to another scheduled course (for the same topic) subject to a re-booking charge of 25% of the full course fee.

Where we are notified less than 10 days prior to the course date, a delegate can transfer to another scheduled course (for the same topic) subject to a re-booking charge of 50% of the full course fee.

Failure to attend

Any failure to attend a course/programme by a delegate, unless an arrangement to postpone has been made in accordance with the above, will result in the course fee being lost by you and no refund will be provided.

TERMINATION

We can terminate the delivery of training courses/programmes immediately if you:

- A) Commit a material breach of your obligations under these Terms and Conditions; or
- B) Fail to make payment on any amount due under the contract on the due date for payment; or
- C) Are or

INTELLECTUAL PROPERTY

We reserve all copyright and any other intellectual property rights in connection with the provision of the training course or programme. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

The client and delegates undertake that they will not copy or permit the photocopying, disclosure, sale, hire or dissemination of course materials to third parties or use for the development of their own courses.

DATA PROTECTION

When delivering training we will gather personal data about you. We will only process that personal data to the extent reasonably required to enable it to supply the training or services requested by the client.

We will manage and process data in line with our Data Protection policy which can be found on our website.

For any enquiries or complaints regarding data privacy you can email info@consiliumtrainingandsupport.co.uk

CIRCUMSTANCES BEYOND A PARTIES CONTROL

Neither party is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days or longer, either party may terminate or cancel the course/programme to be carried out under these Terms and Conditions.

AUDIO OR VIDEO RECORDING

Audio, video or other methods of recording (such as transcriptions/Artificial Intelligence) of any training course, programme, event or webinar is not permitted except where it has been agreed in writing in advance of entering the contract.

LIABILITY

Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.

The total amount of our liability is limited to the total amount of fees payable by you under this Contract.

We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

- a. any indirect, special or consequential loss, damage, costs, or expenses; or
- b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third-party claims; or
- c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
- d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
- e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Whilst delegates will be provided with training surrounding legislation, we will not provide legal advice on specific cases described by the delegate. Training will highlight best practice and investigatory options, however the client/delegate will be required to seek their own legal advice prior to taking any action as part of their own investigations.

All templates and information contained within the Member Area of the website are provided as guidance and advice should be sought from the relevant organisations Legal Team prior to use.

COMMUNICATIONS

All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

Notices shall be deemed to be duly given:

- A) When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- B) When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- C) On the fifth business day following mailing, if mailed by national ordinary mail; or
- D) On the tenth business day following mailing, if mailed by airmail.

All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

NO WAIVER

No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right or remedy.

SEVERANCE

If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).



CONSILIUM

TRAINING + SUPPORT



Upper Floors, 2 New Rents, Ashford, Kent, TN23 1JH



www.consiliumtrainingandsupport.co.uk



info@consiliumtrainingandsupport.co.uk