



TERMS AND CONDITIONS 2017 – 2018

GENERAL TERMS

1. By becoming a client of Dementia Inspired Ltd you enter into a contract by which you:

1.1. Confirm that you are willing to participate fully in the course.

1.2 Agree to pay the relevant fees.

1.3 Agree not to plagiarise the work of others or in any way try to pass yourself off as competent by means of deception.

1.4 Agree to take full responsibility for your actions and opinions.

1.5 Confirm that you have, or are willing to secure access to, relevant materials where the course necessitates this.

2. We reserve the right to refuse clients for any reason.

3. All courses must be completed within one year of your start date unless otherwise stated.

4. Extension beyond the stated limits is at the discretion of Dementia Inspired Ltd.

5. If you are enrolling on a course that involves working with vulnerable clients or clients under the age of 18 you further confirm that:

5.1 You have legitimate and legal access to work with those clients and that you have sought the permission of any relevant head of establishment to work with those clients;

5.2 You have no undeclared offences that might put your clients at risk;

5.3 You will not work with any client, either individually or in a group, without gaining informed consent from the client or, in case of children, their parents or legal guardians.

6. You must accept the End User Licence Agreement (EULA) – which forms part of these terms (see below) – on first use of any online facility.

APPLICATION OF THESE TERMS

7. Payment of the requisite fee (as detailed below) is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.

8. We intend to rely upon these Terms and any document expressly referred to in them in relation to the Contract between you and us. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms to be confirmed in writing.

9. We have the right to revise and amend these Terms from time to time. You will be subject to our Terms (including policies and procedures) in force at the time that you enrol on a course with us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case the same will apply to courses you have enrolled on or started.

10. If you do not provide us with the requisite information, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may make an additional administration charge of a reasonable sum to cover any extra work that is required or choose to cancel this contract.

APPLICATION, ENROLMENT AND PAYMENT

11. Booking implies a commitment to pay the published fees, subject to your eligibility for the course booked.

12. Deposits, where payable are non-refundable.

13. The balance of course fees (i.e. the total fee(s) less any deposit previously paid) is due no later than 30 days after the course date.

14. All course bookings are subject to availability. We reserve the right to keep a modular booking on hold until the start date of the relevant module.

15. Our stated course fees include any delivery charges we incur to send course materials to a UK mainland address other than as stated in these Terms. Please note if your course materials have to be delivered to a non UK address, you accept liability for the delivery charge we will incur.

16. Clients are liable for any bank charges incurred in payment of fees.

17. Unless stated otherwise fees levied by professional organisations for registration are payable by the client.

18 We reserve the right to change payment of the enrolment fees without notice. This will not affect those who have already booked on the course at an agreed rate.

CHANGES AND CANCELLATIONS BY YOU

Cancellation under the Distance Selling Regulations within 7 days of booking

19. If you are a consumer and make a booking via our website or by telephone, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000) ('Distance Selling Regulations'). Your legal right to cancel a Contract starts from the date when a booking is made – which is when the Contract between us is formed. You have a

period of 7 (seven) working days in which you may cancel the booking, starting from the day after the day when the booking is made. Working days means that Saturdays, Sundays or public holidays are not included in this period. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to enrol on a course, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

20. If your course is due to start within 7 (seven) working days of when a booking is made, your legal right to cancel under the Distance Selling Regulations will not apply.

Cancellations after the 7-day period but before course has been started

21. If, after the 7-day period referred to above has elapsed, but your course has not started, you decide to cancel you will be liable for any charges incurred on your behalf (e.g. hotel reservations; travel, etc) plus an administrative fee to cover any amount of work undertaken on your behalf. When leading up to the course date the following charges will apply:

21.1 - 7 days before the course date – Full Cost of Booking

21.2 - 8 – 14 days before the course date – 50% of Cost of Booking

21.3 – 14 days before the course date - No Charge

22. If at this point you have paid your fees a refund of the difference between fees paid and the charges above will be made within 30 days.

23. If at this point you have not paid your fees a new invoice outlining these charges will be issued, payable within 30 days.

CHANGES AND CANCELLATIONS BY US

24. If circumstances arise that are beyond our control, it may be necessary from time to time to change/cancel course dates, content, venues and prices from those published. Whilst we will make every effort to transfer your booking to the next available course at your preferred venue, it should be noted that we will not be held liable for any costs/losses incurred as a result of any such changes. If we are no longer able to provide your course, we will ask you to return any course materials to us (at our expense) in the condition as originally delivered to you and refund to you any fees paid to date when we receive the materials as required.

25. We reserve the right to remove from any course, students that fail to comply with its standard practices and procedures. We reserve the right to refuse enrolments and/or suggest alternative arrangements if we believe that it will not be in our best interests of other participants and/or the individual concerned to be enrolled on one of our courses.



PERSONAL INFORMATION

26. Clients of Dementia Inspired Ltd must provide an accurate and complete postal address, contact telephone number and e-mail address. We may refuse or cancel your enrolment if you do not supply these. Your details will not be used for any purpose other than the efficient and effective running of Dementia Inspired Ltd.

27. The majority of correspondence with and from Dementia Inspired Ltd is conducted electronically using e-mail and web-based protocols. Your details will be added automatically to our database. Your details will not be passed to any third party without your permission, unless requested by law or a similar authority.

28. Where your course fees are paid by your employer or other third party you give us consent to share information about your progress and engagement on that course with that third party.

29. Dementia Inspired Ltd abides by the Data Protection Act.

30. Dementia Inspired Ltd may contact you from time to time with products or information in which you might be interested. If you no longer wish to receive this information please contact us.

LIABILITY AND CONTRACTUAL OBLIGATIONS

31. No other statements in the training materials, on the website or e-mail correspondence may be taken to imply any contractual obligation by Dementia Inspired Ltd.

32. Any liability will be limited to the payment of the enrolment fee paid, except in the event of personal injury or death at an event organised by Dementia Inspired Ltd.

33. Information, whether on the web or in any other form, is provided for the use of clients and others at their own discretion. No liability will be accepted for the accuracy of any information or the consequences of its use by clients or others.

34. Dementia Inspired Ltd is a company registered in England, number 9004708. The administration address is 65 Vaughan Drive, Sittingbourne, Kent, ME7 1HH.

35. Dementia Inspired Ltd reserves the right to terminate any enrolment if it suspects that any part of these terms and conditions have been broken.

End User Licence Agreement (EULA)

WEB-BASED COMMUNICATION & CODE OF CONDUCT

1. As a client of Dementia Inspired Ltd, you are solely responsible for your own online communications and are responsible for the consequences of them.
2. Any correspondence, whether on the web site or not, written in any language other than English may be edited or deleted.
3. Any conduct that in our opinion restricts or inhibits the use of the website by any other subscriber will not be tolerated. We reserve the right to pursue any and all legal and equitable remedies against you, including the posting of your address and the reporting of your activity to your Internet Service Provider (ISP), and other authorities.
4. Any material in any correspondence that we determine to be contrary to our terms and unsuitable for our forum will be edited or deleted.
5. Our decision on these matters is final.

COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS

6. The course materials and contents of the website are copyright. This includes all content unless otherwise noted. The contents may not be copied and republished in any format, whole or in part. This includes (for example, but not limited to) copying text, copying pictures or video, copying images for use in brochures, websites or any other medium, copying review content (narrative, video or pictures), copying backgrounds and borders, or any other content.
7. All material is the intellectual property of Dementia Inspired Ltd (or the suppliers of the information where this is explicitly stated). Material is made available purely for the benefit of Dementia Inspired Ltd's corporate and individual clients for their own personal use. It is not available for commercial use with other organisations.
8. If clients personally make their contact details available to other clients, this is to enable networking and sharing of information between them. Under no circumstances are they to be used by clients or their associates, or made available by clients/associates to third parties, for mailing lists or other commercial purposes.
9. Information on the web is made available to clients and cannot therefore be regarded as confidential. Clients undertake that all information they provide for the web is free from copyright, confidentiality or other restrictions that would prevent its publication on our website.
10. By becoming a client you grant to Dementia Inspired Ltd a perpetual licence to display, reproduce or use your website postings on the Dementia Inspired Ltd site. You also grant to Dementia Inspired Ltd a perpetual licence to use your postings either in the original form or



modified and on any other media for the purpose of promotion of Dementia Inspired Ltd.

11. You may terminate your enrolment at any time by notifying Dementia Inspired Ltd.

COMPLAINTS

12. If you have a complaint about any products or services provided by Real Group Ltd please contact us via the website or telephone 0330 122 8524. One of our team will contact you within 10 working days (excepting periods of closure, normally Christmas and August).

13. The team will investigate your complaint and aim to provide a satisfactory way forward within a further 10 working days, subject to the limits outlined in these terms and conditions.

RIGHTS AND RESPONSIBILITIES OF DEMENTIA INSPIRED LTD

14. Dementia Inspired Ltd accepts no responsibility for the content of our site, which is provided 'as is', and with no warranty express or implied. Reviews and all our other content are offered as our opinion only.

15. We understand that as a client of Dementia Inspired Ltd you expect the website to be on-line and available at all times. However, we can make no guarantees as to the 'up time' of the site as this is beyond our control. For example, routing, server, Internet, hardware and software problems completely beyond our control may occur. We host with a commercial company that guarantees (to us) 99.9%+ up time in order to minimise down time but accept no responsibility if the site goes off-line and it is not our fault.