**Terms and conditions**

These are the terms and conditions on which we provide the service to you. You should print a copy of these terms and conditions for future reference.

Please see paragraph 19.2 below for definitions of some words and phrases which have special meanings in these terms & conditions

Please read these terms and conditions carefully before placing a booking. You should understand that by placing a booking through you agree to be bound by these terms and conditions to the exclusion of any other terms and conditions. If you refuse to accept these terms and conditions, you may not place a booking on a course.

1. **Information about us**

1.1 Our service is operated by Fossilfield Training Centre Ltd (we, our and us). We are approved by the Scottish Qualification Authority. Our training centre and offices are situated at Berryhill Bing, Auchinleck, Cumnock, Ayrshire, United Kingdom, KA18 2NB, email fossilfield1@outlook.com and telephone 07850 227524.

1. **How the contract is formed between you and us**

2.1  Your booking constitutes an offer by you to us to purchase the right to attend the course(s) specified in your booking. All bookings are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email or other notice (which might be incorporated in another document such as an invoice or receipt issued by us) that confirms that we have accepted your booking (the confirmation). The contract between us and you (contract) will only be formed when we send you the confirmation.

2.2 The contract will relate only to those courses which we have confirmed in the confirmation you are successfully registered for and may attend. We will not be obliged to permit you to attend to any other courses which may have been part of your booking until your right to attend such courses has been confirmed in a separate confirmation. We reserve the right to decline any booking for any reason without liability to you.

2.3 It is your responsibility to ensure that the booking you submit is complete and accurate in all respects, including in the choice of courses you book, and any dietary or other special requirements you may have. You will have an opportunity to review the terms of your booking prior to submitting it, and to correct any errors at that time but thereafter we will be entitled to rely on the booking as being complete and accurate in all respects.

1. **Consumer rights**

3.1 The service is intended to be a purely business-to-business service. By submitting your booking you warrant that you are not acting for purposes which are outside your business.

3.2 In the unlikely event that (despite paragraph 3.1) you are contracting as a consumer, we hereby notify you that any right you may have to cancel the contract under the Consumer Protection (Distance Selling) Regulations 2000 shall not apply once we have started to provide the service in relation to a particular course, which shall be deemed to be the earlier of (i) the commencement of the event and (ii) when joining instructions, or other course-related materials for the course are sent to you. This provision does not affect your statutory rights.

1. **Event rules and content**

4.1 We may vary a course where in our opinion that is necessary.

4.2 No film, photographs or video footage may be made or taken by or for you at any course without our prior written approval.

4.3 You agree to comply in all respects with all applicable health and safety, security, fire and other laws and regulations in force from time to time, with the house rules of any venue in which a course is held, and with any reasonable instructions issued in relation to a course by us or our employees or sub-contractors as organisers and/or hosts of the course.

4.4 Course attendees agree to adhere to our Code of Conduct and disciplinary process.

4.4 Course documentation will normally be distributed to you at or after the course.

1. **Price and payment**

5.1 The price of attendance at a particular course will be as quoted at the time of booking, except in cases of obvious error.

5.2 VAT is not charged on prices shown or quoted for services. We reserve the right to charge VAT at any point in the future.

5.3 Prices are liable to change at any time, but changes will not affect bookings in respect of which we have already sent you a confirmation.

5.4 Our website refers to a number of courses and it is always possible that, despite our efforts, some of the courses listed on our site may be incorrectly priced. We will normally verify prices as part of our procedures so that, where a course’s correct price is less than our stated price, we will charge the lower amount when invoicing you for attendance at that course. If a course's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before accepting your booking, or reject your booking and notify you of such rejection.

5.5 We are under no obligation to register you for attendance at a course at the incorrect (lower) price, even after we have sent you a confirmation, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mis-pricing.

5.6 Payment for the service must be made using the payment methods specified in our invoice to you. Payment must be made in cleared funds without any deduction whether by way of compromise, set-off, counterclaim, discount, abatement or otherwise. Time for payment shall be of the essence, and no payment shall be deemed to have been received until we have received cleared funds. If payment is not received when due, we may without any penalty or liability to you suspend your right to attend any course until payment is made in full. We reserve the right to charge interest and late payment penalties in terms of the Late Payment of Commercial Debts (Interest) Act 1998.

1. **Data protection and privacy**

6.1 You and we shall each comply with any applicable data protection, privacy or similar laws, including but not limited to the Data Protection Act 2018, that apply in relation to any personal data processed in connection with the service.

6.2 You shall provide us with the information requested on the booking form provided to you. We shall use this information for the purposes of organising and running the courses which formed part of your booking; providing, improving and developing the service; to contact you for your views on the service; and to notify you occasionally about important changes or developments to the service. We may also use that information to let you know about other services and products which we offer which may be of interest to you. If these services and products are of a commercial nature and are different in nature from the service, we will ask for specific permission at the time we ask for that information.

6.3 We shall be the data controllers for any personal data processed in connection with the service.

1. **Intellectual property rights**

You acknowledge that all intellectual property rights which subsist in or arise in connection with the service (including course content and materials issued at or in relation to a course) belong to or are licensed to us and that you will have the right to use them only as permitted by law or by these terms and conditions (or as otherwise stated on those materials.)

1. **Our liability**

8.1 Event content comprises general and/or generic information and training materials only.

8.2 The liability of the content providers to you for any loss, damage or claim arising in respect of your use of the service and/or the event content is limited to an amount equal to the fee (if any) you have paid for attendance at the course in question for the period during which the loss, damage or claim arises, subject to a maximum liability of £1000 in respect of any single claim. If you have not been required to pay for attendance at a course, then the limit of liability of the content providers is nil.

8.3 The content providers do not accept any liability or responsibility whatsoever for any loss or damage suffered by any user of the event content.

8.4 Nothing in these terms and conditions will exclude or limit in any way our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any matter for which it would be illegal for us to limit or exclude, or attempt to limit or exclude, our liability.

8.5 We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by delict (including negligence), breach of contract or otherwise, even if foreseeable.

1. **Cancellation**

9.1 We may cancel a contract at any time if we reasonably conclude that because of circumstances beyond our control (including but not limited to a lack of public or professional interest, a failure to obtain sufficient sponsorship to make an event financially viable or a difficulty with a chosen venue) it is not practical for us to run the course. In this event we shall (unless the circumstances causing cancellation are attributable to your act or default) refund to you the price paid by you for attendance at the course, and our entire liability to you in relation to such a cancellation shall be discharged by way of such a refund.

9.2 In the event that we cancel a contract due to extreme weather conditions the course will be rescheduled to a date agreeable between you and us. Should the rescheduled date not be suitable we shall refund to you the price paid by you for attendance at the course, and our entire liability to you in relation to such a cancellation shall be discharged by way of such a refund.

9.2 You may cancel your attendance at a course with our approval, in which event our liability to you shall be no more than the relevant amount set out below:

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| --- | --- |
| **Circumstances** | **Maximum refund** |
| If you cancel 10 or more working days prior to the day on which the course is to be held | 100% of the price paid by you |
| If you cancel 5 or more but less than 10 working days prior to the day on which the course is to be held | 50% of the price paid by you |
| If you cancel less than 5 working days prior to the day on which the course is to be held | nil |
| **Or** |   |
| If the description of the event on our site shows a different cancellation policy for that course | The amount specified on our site in the cancellation policy for that course |

9.3 Should your cancellation be due to the course not being suitable for the for the attendee, we shall attempt to substitute the booked course with another comparable course with a higher or lower grading.

1. **Termination**

10.1 A contract may be terminated for cause in the following circumstances:

10.1.1 by either you or us with immediate effect from service on the other party of written notice if the other party is in breach of any material obligation under the contract which breach is either not capable of remedy, or (if capable of remedy) has not been remedied within 14 days of service of written notice; or

10.1.2 by either you or us with immediate effect from the date of service on the other of written notice if the other dies or is sequestrated or grants a trust deed for creditors or a resolution is passed or an order is made for the winding up of the other (otherwise than for the purpose of solvent amalgamation or reconstruction) or the other becomes subject to an administration order or an administrator or a receiver or administrative receiver or judicial factor is appointed over any of the other's property or equipment.

10.2 On termination of a contract, you shall within 14 days pay to us any sums due to us under the contract; and where the contract is terminated by you for cause pursuant to paragraph 10.1.1, we shall within 90 days repay to you a fair proportion of the price paid for any course which you were not able to attend.

1. **Written communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using the service, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

1. **Notices**

All notices given by you to us must be given to Fossilfield Training Centre, Berryhill Bing, Auchinleck, East Ayrshire, Scotland, UK, KA18 2NB. We may give notice to you at either the e-mail or postal address (including Legal Post or DX) you provide to us when placing an order, or in any of the ways specified in paragraph 11 above. Notice will be deemed received and properly served immediately when posted on our site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

1. **Transfer of rights and obligations**

13.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

13.2 You may not transfer, assign or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent.

13.3 We may transfer, assign, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

1. **Events outside our control**

14.1 Without limitation to paragraph 9.1 above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (force majeure event).

14.2 A force majeure event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

(a) strikes, lock-outs or other industrial action;

(b) failure of any contributor to a course to appear on time;

(c) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

(d) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

(e) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

(f) impossibility of the use of public or private telecommunications networks;

(g) failures in the internet; or

(h) the acts, decrees, legislation, regulations or restrictions of any government.

14.3 Our performance under any contract is deemed to be suspended for the period that the force majeure event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the force majeure event to a close or to find a solution by which our obligations under the contract may be performed despite the force majeure event.

1. **Waiver**

15.1 If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

15.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

15.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 12 above.

1. **Severability**

If any of these terms and conditions or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

1. **Entire agreement**

17.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

17.2 You and we each acknowledge that, in entering into a contract, neither of us has relied on any warranty, representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between you and us prior to such contract except as expressly stated in these terms and conditions.

17.3 Neither of you or us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently or in breach of paragraph 2.3) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

1. **Our right to vary these terms and conditions**

18.1 We have the right to revise and amend these terms and conditions from time to time.

18.2 You will be subject to the policies and terms and conditions in force at the time that you submit your order for attendance at an event from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to bookings previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the confirmation).

1. **Interpretation**

19.1 In these terms and conditions unless the context otherwise requires:-

19.1.1 references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

19.1.2 references to one gender include the other genders, references to the singular include the plural and vice versa as the context admits or requires, and references to persons shall include corporations, firms and other legal entities; and

19.1.3 headings will not affect construction or interpretation.

19.2 In these terms and conditions:

"**Content providers**" means us, the presenter/speakers or the owners or permitted licensees/sub-licensors of the event content;

"**Course**" means Scottish Qualification Authority accredited training or other event organised and/or run by us, and advertised on the site as being part of the service;

"**Course content**" means all information presented or disseminated during or in relation to a Course;

"**Intellectual property rights**" means trade-marks, service marks, trade names, patents, copyrights, registered and unregistered designs, design rights, database rights, trade secrets, technical information, know-how and all other intellectual or industrial property rights (whether or not any of them are registered and including applications for registration of any of them) throughout the world;

"**Service"** means our service of advertising, organising and running courses;

"**Site**" means the section of our website devoted to the service located at the events page (or such other URL as we may from time to time reasonably determine); and

"**you**" means the person, public body, firm or legal entity contracting with us for the provision of the service.

1. **Law and jurisdiction**

These conditions and all contracts for the provision of access to the service will be governed by the laws of Scotland. Any dispute arising from, or related to, such contracts shall be subject to the exclusive jurisdiction of the Scottish courts.