

1. OUR AGREEMENT

- a. These Terms supplement the agreement made between us when you book a Program.
- b. The agreement is between us and you. You may not share or transfer the Program access or Materials with anyone else.

2. EXPECTATIONS

- a. The Program Description and objectives can be found online. The Description is a general statement of the Program content, intentions and objectives. We may vary the Program content, Location and/or delivery method and such changes will not be a breach of our agreement.
- b. The Program involves attendance at a Location as set out in the Description and may be supplemented by online preparation, participation or follow ups.
- c. The Program is designed to help you achieve your goals. If you do not do the work or show up, you will not achieve the Program learning objectives.
- d. The Program is for informational purposes only. It does not and is not intended to provide specific medical, legal, commercial, financial, tax or other professional advice.
- e. Our Group Rules are designed to protect all Participants.
- f. If you breach these Terms or the Group Rules, we reserve the right to suspend or terminate your participation without compensation or a right to substitution, and without prejudice to other remedies we may have.

3. YOUR RIGHTS AND RESPONSIBILITIES

- a. If you are paying for yourself and not through an organisation or business, you may have statutory consumer and cancellation rights. Otherwise you have only the money back or cancellation rights accompanying the Description.
- b. You are responsible for your own physical, mental, and emotional wellbeing, and for your decisions, choices, actions and results.
- c. You agree to use good judgment and seek advice from suitably qualified professionals before taking action as a result of attending the Program.
- d. You should make sure that you have adequate computer equipment, broadband/wi-fi and time to access any online elements of the Program.
- e. You must ensure that you have adequate virus and malware protection before accessing our online systems.
- f. You are responsible for keeping your log-in/links/access/downloads safe and secure.
- g. You must not do anything to interfere with the running of our website(s) or platforms, not attempt to gain access to any parts of our site(s) to which you have not been granted access.

- h. You will not seek to promote any goods/services to any Participant that you meet during the Program. You will not contact them unless they have expressly invited you to do so and they have shared their contact details with you.
- i. You should arrange travel and overnight accommodation (where necessary) unless the Description says otherwise.

4. BUSINESS CONTINUITY AND RESILIENCE

- a. We reserve the right to substitute for the lead providers where necessary.
- b. **Associates and substitutes:** We may use associates or substitutes to deliver parts of the Program.
- c. We may change the Location, learning platform, server or other methods of accessing your Program at our discretion.

5. TIMING AND STANDARD OF PROVISION OF SERVICES

- a. The Program will run on the specific date(s), as set out in the Description.
- b. We reserve the right to cancel or reschedule any session where there is no possible alternative.
- c. You may not send a substitute to any Sessions without our written permission. If you simply do not show up, the Session will be treated as lapsed without notice.
- d. We will normally be available for the time specified for a Session. We may not be able to accommodate staying later.

6. PAYMENTS

- a. Program charges must be paid before the start of the Program. Unless staged payments or invoicing have been included in the Description, you will not be able to attend or access your Material until payment has been received.
- b. If you have accessed Material, even by just logging in, this will have started your Program and you will owe us all future payments.
- c. If the Program provides for staged payments or deposits, late payment will result in access to the Program being suspended.
- d. Suspension from a Program will not cancel the obligation to pay for the remainder of the Program.
- e. If you are paying in a different currency, your card provider or equivalent will apply their own exchange rates at the time of purchase. This will fluctuate and the exact amount you pay in your own currency is beyond our control.
- f. If we offer a payment or instalment plan for the Program, you are responsible for keeping a current credit card on file with us until your payment obligations have been met. If your card on file ever declines, you agree that on providing us with new credit card details we can charge the card for all overdue payments.

- g. We reserve the right to charge interest on overdue amounts at the rate of 2.22% per month (equivalent to unauthorised overdraft rate from the bank). Your subsequent payments will be applied to interest and finance charges first, and then applied to fees/costs outstanding.

7. RIGHTS TO USE / COPYRIGHT

- a. IP Rights in all Materials produced by us and/or presented in the Program shall remain our absolute property.
- b. You may use Materials only for your own participation and for private use to support your learning in the Program. You must not disclose or use the Materials without our permission for any other purpose.
- c. Please be clear: you do not have the right to re-use or publish or adapt any part of any Materials, nor to disclose those Materials to anyone. If you want to do any of these things, you need our written consent before you do it.
- d. If someone else is using your Program access or Materials you will pay us an additional full Program fee for each additional user regardless of how much of the Program they have accessed. This does not mean we give you consent to do so, but is a notice of part of the costs you will bear if you do – you will also be liable for our investigation, legal and other costs, and other loss and damage we may lawfully claim from you.
- e. Where the Program involves you posting Material or comments into an online group, you must not breach any third-party rights in your postings.
- f. You must not make any slanderous or defamatory statements, or bully or harass anyone or breach our Group Rules. You cannot be “off the record” in any group sessions. You will indemnify us against all costs, expenses and damages we suffer if a claim is made against us as a result of your actions.
- g. We may record and monitor some or all of the Program. If you do not wish to be recorded you should ask to be seated 'off camera' or when working online let us know before you join.
- h. We may publish the complete recordings or edited highlights.
- i. You agree that all IP Rights in those recordings and in their contents belong exclusively to us. You waive all moral rights defined in English law in the Copyright, Designs and Patents Act 1988 (as amended, re-enacted or replaced) and parallel rights in other jurisdictions with respect to your contributions and agree to grant us an irrevocable perpetual royalty-free licence to publish and use them.
- j. You must not photograph, screenshot, record, or video any Program content unless this is agreed in writing in advance. If recording is agreed, the content will remain our absolute copyright.

8. POLICIES AND PROCEDURES

- a. **Resolving problems:** If there is anything about your Program that is not going as you want, or if you have any query or complaint, speak to us straight away.

b. **Access:**

- If you need special access arrangements to attend the Location, please let us know before booking.
- For online access, you need to check that your computer will allow the use of video cameras and you have sufficient broadband to watch streaming videos. If you need IT support to arrange this you should contact your IT provider. You will need to login to any online events in good time to do a system check.

c. **Refreshments:** If we are providing refreshments, please let us know if you have special dietary requirements.

9. CONFIDENTIAL INFORMATION

- a. **Your information and our confidentiality:** We will only use or disclose your Confidential Information to deliver the Program or if we are required to disclose it by law. We may keep some Confidential Information to keep a record of what we did for you.

10. DATA PRIVACY

- a. We will process your own Personal Data in line with our Data Privacy Policy. A link to our Data Privacy Policy can be found on our website.
- b. If you are booking through a third-party booking platform, they will hold your data in accordance with their data privacy policy.
- c. The Program may come with support on third-party sites. Your data on those sites is held in accordance with their Data Privacy policy. You should secure your settings appropriately on those platforms.

11. WARRANTIES AND LIABILITY LIMITATION

- a. **Force majeure:** We will not be liable for failure to provide Services where it is not reasonably practicable to do so due to circumstances beyond our control.
- b. All Materials are created and selected using our experience and knowledge. Many Programs will contain content that differs from other Program providers. You must decide whether to take action or seek further advice. A public training Program is not designed to provide specific advice.
- c. Our Program(s) are written to share information and improve your knowledge and techniques. We cannot promise you any specific outcome(s) after taking this Program.
- d. **Limitation of liability:** There shall be no personal liability of any of our principals, directors, partners, employees, agents or sub-contractors, or your fellow delegates, arising in any way out of the performance or non-performance of the Program.
- e. We shall have no liability for any indirect or consequential losses or expenses suffered by you, however caused, including but not limited to loss of anticipated

profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

- f. Our aggregate financial liability to you shall in no circumstances exceed the fees paid for the Program which gives rise to such liability.
- g. Nothing in these Terms shall be interpreted as excluding or restricting any legal liability on us or others where liability cannot legally be excluded or restricted.
- h. We do not warrant that our website or the Program will be available at any particular time or Location; that any defects or errors in the Program will be corrected; or that the Materials are free of viruses or other harmful components.

12. TERMINATION

- a. Termination of your participation in a Program shall not affect rights and obligations already accrued and shall not undermine the continued enforceability of the confidentiality and intellectual property obligations set out in these Terms.

13. DEFINITIONS, INTERPRETATION AND LAW

- a. In these Terms, the following words or phrases have the meaning set out below.

“Confidential Information” all information:

- that we discover because of or through our connection with you; and
- which is about, or relates to you or your business (including financial information, products, services, service levels, customer satisfaction, proposed services and products, pricing, and margins) or your people (including your directors or partners, investors, staff, suppliers, customers, clients, prospects, and contractors).

However, "Confidential Information" does not include information that is openly published by you, or information that is publicly available without breach of our confidentiality obligation.

“Description”	the description of the Program content, conditions, qualifications, and exclusions set out on our website or landing page through which you purchased the Program.
“Group Rules”	rules for attending and participating in the Program.
“including”	the word "including" shall not imply any limitation on the generality of the concept or thing of which examples are being given.
“Location”	the venue and/or online platform used to deliver the Program.

- "Materials" means written, audio and visual materials used or produced or presented during, or to support, delivery of the Program, including handouts, videos, questionnaires, games, case studies, explanatory material, notes, calculations, specifications, reports, designs, drawings, flow charts, plans, trainer notes, reference material, prototypes, models, ideas and concepts.
- "Participant" means any individual attending any part of the Program.
- "Program" the event, course or training provided by us and purchased by you.
- "IP Rights" includes:
- intellectual property rights including (but not limited to) copyrights, patents, registered designs, design rights, trademarks, service marks, and
 - the right to apply for or register any such protection, and
 - all rights relating to trade secrets and other unpublished information.
- "Session" an element of a Program.
- "you" refers to the person purchasing and/or attending the Program.
- "we" and "us" refers to the person, firm or organisation providing the Program.
- b. **No waiver:** If we or you delay or fail to enforce any of these Terms on any occasion, that will not affect or limit our or your ability to enforce that term on any other occasion or at any time.
- c. **Severability:** If any provision of these Terms is unenforceable or invalid, words shall be struck out to the minimum extent necessary to make the provision enforceable and this shall not affect the enforceability of the other provisions of our Agreement.
- d. **Law and jurisdiction:** This Agreement is governed by the law of the country/state where we are based (as described on our website), and is subject to the exclusive jurisdiction of the courts of that country/state.