

## TERMS & CONDITIONS – TRAINING COURSES

**We provide training to you subject to these terms and conditions, to the exclusion of all other terms, unless we agree otherwise in writing with you.**

### Booking Procedure

- 1.1 You may book places on any training course we offer from time to time, subject to payment of the applicable course fees.
- 1.2 An agreement for the provision of training by us to you is only formed on us sending a written acknowledgement of a booking to you.

### Payment

- 1.3 Unless we and you agree otherwise in writing, you shall pay the applicable course fees to us by the earlier of the following dates:
  - (a) within 30 days of receipt of a relevant invoice valid for VAT purposes; or
  - (b) no later than 14 days prior to commencement of the course, if the start date is within 14 days, immediate payment is required.
- 1.4 You are responsible for all travel, accommodation and other living costs incurred by your attendees. We shall provide lunch and refreshments on each such course provided from our premises.
- 1.5 Time for payment shall be of the essence. In the event of late payment, we may, at our sole discretion charge you daily interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 from time to time for the period beginning on the date on which payment is due and ending on the date on which payment is made.
- 1.6 SolutionsPT shall be entitled to withhold delivery of any goods and performance of any services under this Agreement if the Client fails to pay any amount to SolutionsPT when due under this Agreement or a Related Agreement. This provision shall apply notwithstanding any provision to the contrary in this Agreement or a Related Agreement, and without prejudice to any other remedy available to SolutionsPT.
- 1.7 We reserve the right to change or cancel courses at our sole discretion, including without limitation due to resource availability. If we do so, your sole and exclusive remedy is to receive a full refund any course fees you have paid to us.

### Transfers & Cancellations

- 1.8 You may substitute attendees on a course at no extra charge provided you provide us with reasonable notice of your intention to do so.
- 1.9 Once attendance at a training course is booked:
  - (a) you may transfer a booking to another training session without charge provided you give us no less than two weeks prior written notice to such effect;
  - (b) you may cancel a booking without charge provided you give us no less than four weeks prior written notice to such effect; and
  - (c) where you cancel a booking with less than four weeks, but more than two weeks prior written notice to us, we shall be entitled to charge you 50% of the applicable course fee.
- 1.10 If you seek to transfer or cancel a booking under any other circumstances, we reserve the right to charge you the full amount of the applicable course fee.
- 1.11 We reserve the right to charge an additional fee should any course not be attended within 12 months of booking.

### Bespoke/Dedicated Training

- 1.12 We may provide bespoke and/or training dedicated to you at our or your premises. Such training shall be provided at such specific location(s) at such time(s), and subject to such conditions, as you and we may agree from time to time in each instance. Where such training is provided at your premises, we may charge you for reasonable travel and living expenses, in addition to the applicable course fee. Once agreed, bespoke or dedicated training can only be postponed or cancelled on payment in full of the applicable course fee.

### Data Protection

- 1.13 For the purposes of this Data Protection section, the following definitions apply:

Data Protection Laws	the Data Protection Act 2018, the GDPR, and any relevant law implemented as a result of the GDPR
GDPR	the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data

- 1.14 You acknowledge and agree that we (and our contractors and suppliers) may use Personal Data (as defined in the GDPR) obtained from you or any attendees nominated by you ("Your Data") during or following an enquiry, order or provision of the training, or during the term of our agreement for the following purposes:
  - (a) to manage, arrange and carry out the training (including, without limitation, liaising with third party providers who are relevant to the provision of the training, assisting with requests, and/or processing orders);
  - (b) to notify you or your attendees of changes to the training or any terms and conditions;
  - (c) for invoicing purposes;

- (d) as otherwise permitted under SolutionsPT's privacy policy.
- 1.15 We may pass Your Data on to other companies in our group and, where you have agreed that we may do so, our contractors and suppliers. We and such other persons) may contact you (and your attendees) for marketing purposes (by post, SMS, telephone, email and other electronic means) and we may send you (and your attendees) information about services and products which we consider may be of interest to you. We will only do this in accordance with (a) our privacy policy; (b) your marketing preferences, and where applicable, those of your attendees; and (c) you will always be able to unsubscribe from such communications.
- 1.16 For the purposes of the Data Protection Laws, we are the data controller of any Personal Data you provide. Please see our privacy policy for details of how we use Your Data and how to exercise your rights as a data subject.
- 1.17 You warrant and represent that:
  - (a) you will make all your attendees and any other individuals of whom you share Personal Data with us aware of the provisions of this provision including our privacy policy; and
  - (b) all Personal Data you share with us is shared in accordance with the Data Protection Laws.

#### **General**

- 1.18 All intellectual property rights in the training materials we provide to you are our property. You have a revocable, non-exclusive licence from us to use such materials, and take a reasonable number of copies of the same, in each case for reference in conjunction with your own business purposes. You shall not publish the training materials to persons outside of your organisation without our prior written consent, save where the same become generally available to the public.
- 1.19 Our total liability to you for any one claim or linked series of claims in respect of our provision of training shall in no event exceed the total course fees actually paid by you to us concerning such training.
- 1.20 We shall use our reasonable endeavours to ensure our training courses and materials are reasonably accurate and up-to-date. To the fullest extent permitted by applicable law, we hereby exclude all other representations, conditions, warranties or other terms which may be implied by statute or otherwise, including but not limited to any implied condition of satisfactory quality or fitness for a particular purpose, in respect of our provision of training courses to you.
- 1.21 No person who is not a party to an Agreement has any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 1.22 Each agreement between us and you in respect of our provision of training shall be governed by English law and you and we each agree to submit to the exclusive jurisdiction of the English courts concerning any related dispute.