

Terms & Conditions of Business

1. No contract shall arise until a booking has been accepted, registered and confirmed by the Company. All bookings for all courses pursuant to quotation or otherwise shall if accepted by the Company be subject to these terms and conditions.
 2. Every person, firm or company making a booking shall name every individual by or for whose benefit a course is booked.
 3. These terms and conditions shall not be varied in any way and no other terms and conditions in any other document or communication shall apply unless and so far as the Company has expressly so agreed.
 4. All fees quoted per individual attending a course are exclusive of VAT and whilst every effort is made to maintain fees the Company reserves the right to amend quoted fees prior to attendance and registration of any bookings.
 5. All fees become due and payable in full upon acceptance and registration and payment of all course fees is to be made no later than 30 days after the invoice date or prior to the course if that is sooner. Attendance upon all courses is conditional upon prior payment of all fees and time shall be of the essence.
 - a. **BANK CHARGES/ FEES:** Costs of payment, including currency commission and any fees, to be covered by the payee.
 6. If payment is not received, the Company reserves the right to allocate the booking to another delegate. If the booking is made within 15 working days of the course, the course fees must be paid immediately and the fee is non-refundable. The Company reserves the right to charge interest on monies remaining unpaid after their due date for payment at the rate of 4% base rate for HSBC Bank plc.
 7. Travel and accommodation is not included in the price of the course.
 8. If you fail to attend the course on which you are booked and have not given prior notice to Learning Connexions, then the course fee will remain payable in full. No refund or deduction of fees will be allowed in the event for non-attendance unless written notification has been provided and in accordance the Company's discretion in the events below.
 - a. **CANCELLATION:** All cancellations and amendments to bookings must be received in writing by email to info@learningconnexions.com. If you cancel your attendance and notify us up to 15 working days before the start date of the course, you will receive a full refund less an administration fee of 20% (plus VAT). If you withdraw within the 15-day period, the full fee will remain payable. You can, however, nominate a substitute attendee.
 - b. In the event of absence through illness and subject to production of medical certificate the Company reserves the right to offer a rescheduled course at a date and time in sole discretion or alternatively to allow a partial refund of fees (pro rata/ as it may deem appropriate).
 - c. **TRANSFER:** There is no charge for transferring your booking to the same course on an alternative date provided you notify us in writing up to 10 working days before the start of the course and that there is a place available. However, a transfer fee of 20% of the course fee (plus VAT) will be payable if notice is received within 10 working days of the start date of the original course. No refund will be made in the event of a transfer. Please note that we cannot allow more than one transfer (unless agreed otherwise).
 - d. **SUBSTITUTION:** Where written notice of substitution is received, there will be no charge for a substitute delegate replacing an original delegate.
 9. The Company reserves the right in the event of unforeseen circumstances to reschedule or change the venue for any course. The Company reserves the right in its sole discretion for whatever reason to cancel a course or to offer a re-scheduled course starting on a different date from the date originally booked and unless such re-scheduled course is agreed no fee shall be payable and the Company will return course fees paid. Please note that we will not reimburse any travel and accommodation expenses or other costs incurred.
 10. All information and copies of the same in whatever form shall be made available by the Company solely to an individual by or for whom a course has been booked are supplied upon licence exclusive to that individual and strictly for the purpose of instructing that individual only and for personal use of that individual alone.
 11. Every such licence shall not be capable of assignment or further licence or sub licence in any way.
 12. Without prejudice to foregoing no information shall be used directly or indirectly for the purposes of any business similar to or competitive with the business of the Company nor for the purpose of further instructing others whether or not other individuals or officer's employee's partners or associates of the person firm or company effecting a booking unless those individuals have been named in the booking and have registered accordingly and attend upon a relevant course with the Company.
 13. The Company does not accept responsibility for loss of any personal property left in any course premises or loss or damage resulting from theft, fire or non-accidental damage unless directly caused by the acts or omissions of its employees or agents nor for consequential loss howsoever caused or arising provided that this clause shall not affect any common law rights for compensation in respect of death or bodily injury.
 14. No approach or offer relating to employment will be made by the client to the consultant/ trainer during the currency of a Private Course/ Assignment. The client further undertakes that he/she will not accept the services of the service provider or the consultant/ trainer, in any capacity whatsoever for a period of 12 months after the termination of the Course, or any extension therefore, except:
 - a. On further Assignment from the Company, or;
 - b. As a permanent recruit in which event a fee of 100% of his/her current annual salary shall be due and payable to the Company.
 15. The Company undertakes that during the currency of the Assignment, it will make no unsolicited approach to any member of the client's staff to be engaged by the Company in a consulting or other capacity, unless with the prior consent of the client.
 16. All work of any kind including training, analysis and consulting performed by a Learning Connexions consultant under this contract is accepted by the customer "As Seen" and no warranty whatsoever is given to this work and Learning Connexions accepts no responsibility for any consequential liability arising from such work.
- This Agreement shall be governed by and construed by in all respects in accordance with The Law of England and the parties shall submit to the jurisdiction of the English Court