

## **StayAhead Training Limited Terms & Conditions**

Acceptance of StayAhead Training Limited Terms and Conditions is confirmed by the Purchaser providing one of the following:

- a) An authorised signature or an authorised Purchase Order Number on a StayAhead Booking Form
- b) An official company Purchase Order number
- c) Payment for Provision of Service

The Purchaser contracts with StayAhead Training Limited (therein after called “StayAhead”) on its own behalf and on behalf of persons (delegates) who are enrolled by the Purchaser on StayAhead courses including courses on StayAhead provided premises or on Purchaser provided premises.

These terms and conditions supersede and replace any previous agreements, proposals or representations made between the Purchaser and StayAhead for the provision of Scheduled Courses and Closed Company Courses. These terms and conditions shall prevail notwithstanding any terms and conditions contained in any order submitted by the Purchaser. Any variation must be agreed in writing by StayAhead. The Waiver by StayAhead of any breach of any term of this Agreement shall not prevent the Subsequent enforcement of that term and shall not be deemed to be a waiver of any subsequent breach.

### **CANCELLATION, TRANSFER AND SUBSTITUTION**

The Purchaser agrees to pay the following charges to StayAhead in the Event that for whatever reason a Delegate fails to attend, withdraws or transfers from a course without providing at least, twenty (20) days excluding weekends, written notice prior to the schedule start of the course. In this respect, a cancellation fee refers to a specific course date and therefore a transfer to a later course counts as a cancellation.

(a) Written Notice of Cancellation or Transfer – Public Scheduled Courses and Public Scheduled Course booked as part of a Prepaid Training Licence or Course Passport.

11-20 days excluding weekends: 50% of course fee

0-10 days excluding weekends: 100% of course fee

(b) Written Notice of Cancellation or Transfer – Closed Company Courses

0-30 days excluding weekends: 100% of course fee

Substitute delegates will be accepted free of charge. If course documentation (Joining Instructions, etc.) has already been sent to the Purchaser it is the responsibility of the Purchaser to ensure that the replacement delegate receives this documentation. In addition to the course fee, where a confirmed Closed Company Course booking is cancelled or transferred, additional costs (flights, hotels, course development, etc.) incurred by StayAhead will be charged, irrespective of when the course is cancelled/transferred.

## **FEES / PAYMENT TERMS**

### **(a) Public Scheduled Courses**

Unless otherwise stipulated by StayAhead, fees for all Public Scheduled Courses are payable by the Purchaser, twenty (20) days excluding weekends, prior to course commencement, or at time of order where this is less than, twenty (20) days excluding weekends, before course commencement. Where payment is due before the commencement of the course, if we do not receive payment, we reserve the right to cancel the course booking.

### **(b) Closed Company Courses**

Unless otherwise stipulated by StayAhead, fees for Closed Company Courses are payable within, thirty (30) days excluding weekends, from date of invoice, or at time of order where this is less than, thirty (30) days excluding weekends, before course commencement. If we do not receive payment, we reserve the right to cancel the order.

### **(c) Prepaid Training Licences, Course Passports, and other Prepayments**

Fees for Prepaid Training Licences and Prepaid Course Passports are payable from date of invoice. Orders for courses to be taken as part of a Prepaid Training Licence or Course Passport will not be accepted until full payment is received. If we do not receive payment, we reserve the right to cancel the order. Unless otherwise specified at the time of booking all Training Licences, Course Passports and other forms of Prepayment products are valid for one year from the date of invoice only. Any unused balance remaining at the end of this period will expire.

All associated bank fees related to the payment of any service provided by StayAhead must be borne by the Purchaser. All fees are subject to VAT at the appropriate rate. StayAhead reserves the right to charge interest at 1.25% per month on overdue payments.

## **COURSE OBJECTIVES & PRE-REQUISITES**

It is the responsibility of the delegates' organisation to ensure that the delegates understand the course objectives and meet the specified course pre-requisites.

## **EQUIPMENT**

Unless otherwise agreed, the delegates' organisation will be responsible for the provision and set up of the training room, all equipment including data projector, computer hardware and software, for the trainer and delegates, for any training conducted on their premises.

## **COPYRIGHT**

All material supplied by StayAhead remains the copyright of StayAhead and no copies may be made without prior written agreement.

## **COURSE & DATE MODIFICATIONS**

StayAhead reserves the right to modify both the course Syllabus and Schedule as it sees fit. StayAhead may cancel any scheduled class at any time. Where possible, seven days' notice will be provided to the client and an alternative solution offered. If we cancel a class for which you have prepaid, and you do not wish to reschedule the class we will refund the amount you paid.

Closed Company Courses will commence on the date specified by StayAhead in the confirmation of acceptance issued to the Purchaser. Where the delivery of a Closed Company Course is delayed, this course will be delivered to the Purchaser as soon as reasonably practicable.

StayAhead shall not be liable for any costs or damages suffered by the Purchaser or Delegates as a result of the cancellation or postponement of Scheduled Courses and Closed Company Courses. All Delegates will be required to complete a Delegate Registration Form on the start date of each course.

For courses not exclusive to one client, StayAhead Training and its Training Providers reserve the right to refuse admission to the training premises by any person whom they consider in their absolute discretion to be unsuitable for admission onto the training premises or to remove any such person after the commencement of a course.

## **LIABILITY**

StayAhead shall not under any circumstances be liable for any indirect or consequential damages however caused.

In the event that StayAhead is prevented from carrying out its obligations under a contract as a result of any cause beyond its reasonable control, such as, but not limited to, Acts of God, War, Strikes, Flood, Terrorism and Failure of third parties to deliver services or goods, StayAhead shall be relieved of its obligations and liabilities under such contract of sale for as long as such fulfilment is prevented.

To the extent allowed by law, StayAhead's total liability shall not exceed the full amount paid to StayAhead by the client. This document states StayAhead's total liability and is in place of and excludes all other warranties implied by statute and law. These Terms & Conditions are governed by the laws of England.

## **MISCELLANEOUS**

If any provision herein is held to be invalid illegal or unenforceable the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

Waiver by StayAhead of any of the terms herein or the granting of time or indulgence by StayAhead to the Purchaser shall in no way affect StayAhead's rights hereunder.

## **AUTHORISATION**

The Purchaser hereby certifies that all Delegates are employed directly by, or are under contract to, the Purchaser and undertakes to bring these terms and conditions to the attention of Delegates.

## **PARTNER COURSES**

These Terms & Conditions only apply to StayAhead's own courses and not to Partner courses. If this is a Partner course then the Terms & Conditions provided and accepted at the time of booking the course supersedes these Terms & Conditions.

The headings are for clarification and do not form part of the Terms and Conditions.

## **APPLICABLE LAW AND JURISDICTION**

The terms are governed by and interpreted in accordance with the laws of England and Wales and the courts of the above jurisdiction will have exclusive jurisdiction in respect of any dispute, which may arise.

Version: 19 December 2018