

# Services Terms and Conditions

These terms apply when you book a training course, coaching session, or other event with us. Please read them carefully before you place any orders, as they set out important information about your and our rights and obligations.

You must agree to these terms before you place your order.

Your attention is particularly drawn to clause 9 (Our responsibility to you) of these terms, which sets out important limits and exclusions of our liability to you.

## 1. Who we are

1.1. We are **Tom Woodward Learning** located at 16 Maidenway Road, PAIGNTON, Devon, TQ3 2QQ, GB

## 2. Booking a course, coaching session, or event

2.1. Our acceptance of your booking will take place when we email you with a booking confirmation. If you have not received an email confirming your booking, you should contact us because no contract exists between you and us until you have received confirmation.

2.2. Where we cannot accept your booking, we will tell you that this is the case and explain why and you will not be charged.

2.3. We will provide you with details of the training course, coaching session, or event and a brief outline of its contents by email.

2.4. It is your responsibility to make sure that you book a training course, coaching session, or event that is suitable for you. We will discuss your requirements for the training course, coaching session, or event before agreeing and finalising the training course, coaching session, or event.

## 3. Making changes to your booking or cancelling your booking

3.1. If You wish to make a change to the training course, coaching session, or event you have booked, please contact us as soon as possible. We will let you know if we are able to make the change you ask for and where we can do this whether there are any additional charges or administration fees to be paid by you before the change can be made.

3.2. Where you ask us to cancel your booking, the following administration fees will apply:

3.2.1. Cancellation within three working days of the training course, coaching session, or event – the full fee is payable and you will not receive any refund.

- 3.2.2. Transfer onto another training course or event (within three working days of the training course or event you first booked) – this will usually not be acceptable, and your booking will be treated as a cancellation with no refund of the booking fee.
- 3.2.3. Transfer onto another training course or event with more than three working days' notice – £10 booking variation administration fee will be payable by you.
- 3.2.4. Amending the training course or event booking details (including such things as a change to the registered delegate's name) - £10 administration fee will be payable by you.

#### **4. Our rights to make changes**

- 4.1. We may change the training courses, coaching sessions, or events where we need to do so because there have been changes in applicable laws or regulations or where we need to make practical or operational changes to improve the training course, coaching session, or event or for your security or protection.
- 4.2. If for any reason we need to make any significant changes to the training course, coaching session, or event we will let you know as far in advance as we can and we will either cancel your booking or transfer your booking to another training course, coaching session, or event (where an alternative exists or is possible). If we transfer your booking, there may be additional fees payable. Where the booking fee for the alternative event is lower than the original fee that you have paid, we will refund you the difference.
- 4.3. The training course, coaching session, or event cannot be sold to any third party by you and if we find that you have done this, we reserve the right to deny access to any third party and we will not have any liability to that third party.

#### **5. Providing the training course, coaching session, or event**

- 5.1. It is your responsibility to ensure that you or anyone that you book on the training course, coaching session, or event are physically able to attend and take part. If any specific access arrangements are required, you should make these known to us at the time of your booking.
- 5.2. When you book a training course, coaching session, or event, we will supply you with all relevant details including such things as the location, the time, and any enrolment requirements or joining instructions.
- 5.3. Where we need to cancel, postpone, or delay a training course, coaching session, or event due to matters outside of our control we will contact you as soon as possible to let you know. We will not be liable for cancellations, postponements, or delays caused as a result of any matters outside of our control.

5.4. We reserve the right to refuse to allow you, or any person booked by you, to participate, or continue to participate, in the training course, coaching session, or event if you or any person booked by you:

5.4.1. cause offence or injury to yourself, themselves, or other participants;

5.4.2. arrive significantly after the training course or event has started, or in the case of a coaching session, was due to start.

5.4.3. behave inappropriately;

5.4.4. do not meet the minimum age requirement (if any) for the training course, coaching session, or event

5.5. Your removal from the training course, coaching session, or event will not entitle you to any refund.

## 6. **Your rights to end the contract**

6.1. If you are a consumer, then you may have a legal right to change your mind within 14 days and receive a refund.

6.2. If you are a consumer you have 14 days after the day we email you to confirm your booking. If the training course, coaching session, or event takes place during those 14 days and you take part in the training course, coaching session, or event you cannot change your mind. If you exercise your right to change your mind, you may still be responsible for the administration fees set out in clause 3.

6.3. If you are a consumer and do want to change your mind within 14 days you should contact us by sending an email to [support@tomwoodwardlearning.com](mailto:support@tomwoodwardlearning.com).

6.4. Where you cancel your contract with us and are entitled to a refund, we will refund you the price you paid for the training course, coaching session, or event less any administration fee, by the method you used for payment. We will make the refund within 14 days of you telling us that you have changed your mind.

## 7. **When we may end the contract**

7.1. We may end the contract for a training course, coaching session, or event at any time in situations including the following:

7.1.1. Where we removed you, or any person booked by you, from the training course, coaching session, or event due to one of the reasons listed in clause 5.4; or

7.1.2. You do not make any payment to us by the relevant payment date; or

7.1.3. You do not provide us with information within good time, that is necessary for us to provide the training course, coaching session, or event

## 8. Fees and Payment terms

8.1. The price(s) of the services will be advised to you at the time you place your order.

Unless stated otherwise, all prices are inclusive of VAT. All prices are subject to change without prior notice.

8.2. Payment for the services will be taken by invoice.

## 9. Our responsibility to you

9.1. If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

9.2. We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage. Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

## 10. How we use personal data

10.1. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available [here](#), which explains what information we collect and hold about you, and how we collect, store, use and share such information.

## 11. Intellectual Property Rights and Confidential Information

11.1. Where we give materials during a training course, coaching session, or event, all intellectual property rights in any such materials shall be owned by us or any person who has given us the right to use them. You have no rights to alter, copy, or otherwise deal with any of the materials that we give to you unless we expressly allow you to do so.

11.2. In the event that we disclose any confidential information to you, you agree that you shall not at any time disclose to any person any such confidential information except as may be required by law, court order, or any governmental or regulatory authority.

## 12. General

12.1. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- 12.2. No one other than us or you have any right to enforce any of these terms.
- 12.3. If either party delays or fails to enforce any of its rights under this Agreement at any time, this will not be a waiver of that party's entitlement to enforce that right if there is a further breach of the same provision.
- 12.4. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 12.5. We and you agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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