

Terms & Conditions of use – Face to Face events

Application

These Sales Terms set out the legal terms and conditions that will govern our provision of services to you. You should understand that by placing an order with us, you agree to be bound by these Sales Terms. Please understand that if you refuse to accept these Sales Terms, we will not be able to provide any services to you.

By using our Website, you agree to be bound by our Website Terms of Use. Note that our Website Privacy Policy applies to personal data we collect through our Website.

The Provider

Flourish Learning Ltd (Flourish), a company registered in England and Wales with registration number 06158047 and whose registered office address is Switch House Suite B2, First Floor, Northern Perimeter Road, Bootle, England, L30 7PT. Our VAT registration number is 461 582 485.

Terminology (Definitions and Interpretation)

In these Terms, except where the context otherwise requires:

“Charges” means the Fees plus any applicable VAT.

“Confirmation” means the confirmation of order that we send to you by email, the date of which is the commencement of the contract between us. This date is the date specified on the Booking form.

“Contract” means the contract between us to provide our Services to you, on these Sales Terms, once the Confirmation is sent to you.

“Customer” (also ‘you’, ‘your’) means you as the party who purchases one or more of our Services.

“Fees” means the VAT exclusive element of the fees for the Services (as applicable).

“Insolvent” means the Customer enters into any arrangement or composition with its creditors, commits any act of bankruptcy or (being a corporation) if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction), or if a petition is presented to court, or if a receiver and manager, receiver, administrative receiver or administrator is appointed in respect of the whole, or any part of, the Customers’ undertaking or assets or there are reasonable grounds for anticipating the occurrence of any of these events within the foreseeable future.

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Services” means any and all course materials, reports, certificates, badges and other online resources provided to you as a part of your training.

“Terms” means these Sales Terms, together with (as applicable) our Privacy Policy and Website Terms of Use, which we advise you to read carefully before purchasing a Licence.

How we use your information

We process information about individuals in accordance with our Privacy Policy. Please refer to the policy on our website for information on how personal information will be handled and processed by us. By using our services or website you consent to such processing and you promise that all personal and other data provided by you is accurate.

Our right to vary these terms

We reserve the right to make changes to these Sales Terms to the extent it is operationally necessary or reasonable to do so. We may need to do this at any time and without prior notice to you. Please check these Sales Terms regularly to take notice of any changes made. Your continued use of our Services after changes are made constitutes acceptance of these Sales Terms as modified.

Intellectual property rights including copyright restrictions

We are the owner or the licensee of all Intellectual Property Rights in the content of our Services. No part of the Website or Services including content, information, documents, logos, names, audio, video or icons may be copied, posted, broadcast, republished or reproduced in any format whatsoever without the prior written permission of the copyright holders.

We make reference to both internal (Flourish) and external (non-Flourish) websites and sources. These sources will most often be free to access, but users may sometimes be asked to register or subscribe in order to view content. External links and sources are selected and reviewed when the page is published. However, Flourish is not responsible for the content of external websites.

Non – solicitation

The customer must not, either directly or indirectly, on own account or on behalf of another person or entity solicit, or enter into, any business contract, business arrangement or business dealings with the trainer associate provided by Flourish. Future bookings with the trainer associate must be via Flourish.

Payment

All Fees for Customers based or registered in the UK exclude VAT (which will be charged at the prevailing rate in addition unless otherwise indicated) and are as set out on our Website or the quotation (if applicable), unless in cases of obvious error.

If we discover an error in the Charges, we will contact you in writing to inform you of this error and we will give you the option of either continuing to purchase the Service for the correct Charges or cancelling your order. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

Fees are subject to alteration. When Services are renewed, we will notify you of any such proposed change 30 days prior to the annual renewal date of the Service. If you do not wish

to accept the change to the Fees then you can terminate the Service in accordance with clause 12 or the increase will be deemed to be accepted.

We may charge additional fees for our Services where these Services have been requested by you and agreed with you.

Unless otherwise agreed, we will raise our invoice and deliver it to you upon issuing of the Confirmation. You shall pay our invoice in full and in cleared funds and without deduction or set-off, within 30 days of the date of this invoice by BACS to the following account: Nat West Bank, sort code: 60-00-01, account name: AC Education Ltd; account number: 39583864 giving your business name for the payment reference or alternatively by debit/credit card or cheque delivered to the address on the invoice.

Without prejudice to any other right or remedy that we may have, if you do not pay us on the due date, we may charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Nat West Bank PLC, accruing on a daily basis, whether before or after any judgment and you shall pay such interest immediately on demand; and suspend the supply of all Services until payment has been made in full.

Warranty

You acknowledge and agree that the Services operate as a guide for training purposes only. As such, to the extent permitted by law, we accept no liability of any nature whatsoever if, following the use of our Services, a situation occurs giving you (or any of your users) the opportunity to apply the skills taught during the use of our Services, but notwithstanding such training, loss or damage is sustained by you (or any of your users).

We shall use our reasonable endeavours to ensure that the descriptions and content that comprise our Services are current. However, we do not give any warranty as to the accuracy of any such information or its suitability for any purpose for which you may wish to purchase, or otherwise.

Unlimited access and fair usage

Customers are prohibited from re-selling or granting access to anyone outside of the customer. Flourish reserve the right to limit or deny access to users found to be in breach of these conditions.

Your responsibilities for face to face events

Unless otherwise agreed it is your responsibility to:

- book the training venue and ensure facilities are suitable.
- book any equipment not supplied by Flourish e.g. large projectors, venue specific equipment
- To inform participants of venue details and training times
- To confirm with Flourish at least two weeks before each training event: A. The final number of participants B. The venue address. Start time and finish time, along with details of any scheduled breaks.

Cancellation or amendment – face to face events

Training can be cancelled at any point up to 24 hours before start time. However, you will be liable to pay a percentage of the booking fee depending on the notice given, as detailed below:

1. 8 weeks' notice or more – NO FEE
2. 6-8 weeks' notice – 25% of fee
3. 4-6 weeks' notice – 50% of fee
4. 2-4 weeks' notice – 75% of fee
5. Less than 2 weeks' notice – 100% of fee

You may change the date of the training if there is more than 8 weeks until the original date booked without charge. After this time the cancellation charges detailed above will apply. We will endeavour to arrange the same trainer subject to their availability.

Force majeure

Neither the Customer nor the Service Provider shall be liable for any failure or delay in performing their obligations under these Sales Terms where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to Internet Service Provider failure, power failure, civil unrest, industrial action, fire, floods, storms, earthquakes, acts of war, acts of terrorism, governmental action, or any other event that is beyond the control of the party in question.

Termination for breach of insolvency

Either Party may terminate these Sales Terms forthwith if the other Party commits a material breach of these Sales Terms which has not been remedied after 28 days written notice of the breach (such notice expressly referring to possible termination of these Sales Terms).

We may terminate these Sales Terms forthwith if you become Insolvent.

Limitation of liability

Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

To the maximum extent permitted by law (and subject to clause 19.1), we accept no liability for any of the following:

1. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
2. loss or corruption of any data, database or software;
3. any special, indirect or consequential loss or damage.

General

You may not transfer any of your rights under these Sales Terms to any other person. We may transfer our rights under these Sales Terms where we reasonably believe your rights will not be affected.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Sales Terms and no third party will have any right to enforce or rely on any provision of these Sales Terms.

If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Sales Terms will not be affected.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

These Sales Terms will be governed by and interpreted according to English law. All disputes arising under these Sales Terms will be subject to the non-exclusive jurisdiction of the English courts