

TERMS AND CONDITIONS

Background

You agree to engage LINKS Training Group LTD to provide training services on the terms and conditions set out in this agreement. By submitting a booking form, you agree to be bound by these terms and conditions.

Definitions

“Attendees” means those persons notified by you to us who will attend the Location to receive the Services;

“Cancellation Charges” means the cancellation charge to be paid by you in the event of cancellation as set out in clause 4;

“Course Date” means the date for the provision of a particular course agreed between us and you;

“Data Protection Legislation” means all data protection and privacy legislation, regulations and guidance applicable in respect of a party from time to time including, without limitation as applicable the General Data Protection Regulation (EU) 2016/679 and Data Protection Act 2018 (or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003

“Location” means the place at which the Services will be provided and detailed on the booking form;

“Payments” means the amounts to be paid by you to us as course fees for the Services and listed on the booking form as may be varied by us from time to time;

“Personal Data” is as defined under the Data Protection Legislation.

“Services” means the services to be provided by us to you or a third party pursuant to this Agreement and more particularly as listed on the booking form or otherwise agreed;

“Working Days” means any day except a Saturday or a Sunday or any public holiday in England and Wales.

1. About us

1.1 **Company details.** LINKS Training Group LTD (company number 13683327) (**we and us**) is a company registered in England and Wales and our registered office is at Thorens House Beck Court, Pontprennau, Cardiff, Wales, CF23 8RP. VAT number is GB 401 5547 30. We operate the website www.linkstraining.co.uk

1.2 **Contacting us.** To contact us, telephone our customer service team at 0800 151 2885 or email us at info@linkstraining.co.uk. How to give us formal notice of any matter under the Contract is set out in clause 17.2.

2. Our contract with you

2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 **Language.** These Terms and the Contract are made only in the English language.

3. Placing an order and its acceptance

Online

3.1 **Placing your order.** Please follow the onscreen prompts to place your order. You may only submit an order using the method set out on the site. Each order is an offer by you to buy the services specified in the order (**Services**) subject to these Terms.

3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

3.3 **Acknowledging receipt of your order.** After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.

- 3.4 **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.
- 3.5 **If we cannot accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

Bookings otherwise than online

- 3.6 **Placing your order.** You may make a provisional booking via telephone, however, all provisional bookings must then be followed up in writing by you submitting a booking form. All booking forms must be returned within 5 Working Days of the provisional booking being made unless the following applies:
- (a) where the Course Date is within the next five (5) Working Days all booking forms must be returned within forty eight (48) hours of the provisional booking being made; or
 - (b) where the Course Date is the next Working Day the booking form must be returned within two (2) hours of the time when, or by the close of business of the Working Day on which, a provisional booking is made (whichever is sooner).
- 3.7 **Accepting your order.** The provisions of clauses 3.4 and 3.5 shall also apply to non-online orders.

4. Cancellation and transfer

- 4.1 We reserve the right to cancel or alter the Course Dates or the provision of Services or the Location and the individual or the organisation providing the Service or make reasonable variations to the courses without prior notice. In event of cancellation by us, the booking will normally be transferred to the next available Course. Where you cancel any Services or the Attendees fail to attend at the Location on the Course Date to receive the Services the following Cancellation Charges will be payable by you:

Cancellation and non-attendance:

- (a) Twenty-five per cent (25%) of the Payments where notice of cancellation is received by us within twenty eight (28) days of the Course Date;
- (b) One hundred per cent (100%) of the Payments where notice of cancellation is received by us twenty-one (21) days of the Course Date;
- (c) One hundred per cent (100%) of the Payments where the Attendees fail to attend at the Location on the Course Date to receive the Services.

- (d) All e-Learning is non-cancellable and no refund will be provided in the event of cancellation.
- 4.2 The following charges (**Transfer Fees**) will apply in addition if you ask us to transfer your booking/s to a later date save that you shall not be required to pay a Transfer Fee if the transfer is due to cancellation or variation by us:
 - (a) One hundred per cent (100%) for transfers made within four (4) days of the Course Date;
 - (b) Fifty per cent (50%) for transfers made between five (5) and twenty (20) days of the Course Date;
 - (c) Free of charge for all transfers made twenty one (21) days or greater before the Course Date.
- 4.3 The transfer option only relates to Attendees who are transferring to a different date on the same course. The choice of course date must be specified at the time of transfer (otherwise the instruction will be considered a cancellation). The option to transfer can only be used once for each Attendee, after which any transfer will be considered a cancellation. You will be required to pay the Transfer Fee prior to undertaking the rescheduled course. In the event that payment of the Transfer Fees is not made, we reserve the right to treat the course as being Cancelled by you pursuant to clause 4.1 and we are permitted to charge the Cancellation Fees and the Transfer Fees to you.
- 4.4 You may transfer a place on a course for one Attendee to a substitute Attendee free of charge.
- 4.5 Notice of cancellation by you must be confirmed in writing (by email or post) and received by us.

5. **Our services**

- 5.1 **Descriptions and illustrations.** Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.
- 5.2 **Compliance with specification.** Subject to our right to amend the specification (see clause 5.3) we will use all reasonable endeavours to supply the Services to you in accordance with any specification for the Services confirmed to you in writing in all material respects.
- 5.3 **Changes to specification.** We reserve the right to amend the specification of the Services if it becomes necessary, is required by any applicable statutory or regulatory

requirement or if the amendment will not materially affect the nature or quality of the Services.

5.4 **Assignment.** We may assign or subcontract the whole or part of the Services without your consent at any time.

5.5 We will use reasonable endeavours to provide the Services at the Location on the Course Date and shall provide you and the Attendees with reasonable access to the Location for the purpose of booking or attending a course.

5.6 We will deliver the Services using the English language.

6. Your obligations

6.1 It is your responsibility to:

- (a) ensure that the agreed Attendees attend at the Location on the Course Date at the agreed time to receive the Services;
- (b) ensure that the Attendees are sufficiently competent to receive the Services;
- (c) comply with and shall ensure that when at the Location, all Attendees comply with all reasonable instructions and all applicable laws and policies (as may be notified to you or the Attendees from time to time);
- (d) withdraw any Attendee from attendance at the Location upon our reasonable request;
- (e) pay the Payments on the due dates for payment; and
- (f) pay any applicable Cancellation Charges and Transfer Fees.

7. Payments

7.1 In consideration of us providing the Services you must pay our fees (**Payments**) in accordance with this **Error! Bookmark not defined.7**.

7.2 The Payments are the prices confirmed in your Order Confirmation.

7.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Payments accordingly.

7.4 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see clause 7.6 for what happens if we discover an error in the price of the Services you ordered.

7.5 Our Payments are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Payments.

7.6 It is always possible that, despite our reasonable efforts some of the Services on our site may be incorrectly priced. If the correct price for the Services is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. 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. However, 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.

8. How to pay

8.1 **Online booking:** Online bookings will be paid up-front at the time of booking.

8.2 **e-Learning:** All e-learning training must be paid for before access to the training will be provided.

8.3 **Other instances:** An invoice will be automatically generated at the point of sale, this invoice must be paid within 30 working days or prior to the course start date, whichever is the earlier.

8.4 **Cancellation Charges:** In the event that Cancellation Charges become payable, we will notify you. We will retain the Cancellation Charges from sums you have already paid us in respect of the Services. In the event that you have not already paid for the Services, we will issue you with an invoice for the Cancellation Charges which shall be payable within ten Working Days of the date of the invoice.

8.5 **Transfer Fees:** In the event that Transfer Fees become payable, we will issue with an invoice for the Transfer Fees. Transfer Fees must be paid in full prior to the rearranged course date.

8.6 If you fail to make any payment under the Contract by the due date, then, without limiting our remedies under clause 14 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.6 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

- 8.7 Where attendance on a course results in certification of any Attendees or you, we reserve the right to delay such certification until all Payments have been made and received by us.
- 8.8 All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums and shall become payable by you at the same time as the Payments.

9. Complaints

If a problem arises or you are dissatisfied with the Services, please contact team@linkstraining.co.uk

10. Intellectual property rights

- 10.1 You will not be entitled to any right, ownership or interest in any and all intellectual property rights in or arising out of or in connection with the Services.
- 10.2 Without limiting clause 10.1, all copyright and other intellectual property rights in all specifications, drawing, illustrations, diagrams, course literature and other documents issued by us will remain our property and may not be reproduced without our express written permission.

11. How we may use your personal information

- 11.1 We are the data controller of all Personal Data you provide when booking or enquiring about a training course. If you provide Personal Data about another person to us, you should provide them with this information concerning the processing of their Personal Data.
- 11.2 We collect and use this Personal Data to administer your training and comply with any legal obligations (if applicable). We also process the Personal Data, where permitted by law, for business analysis, fraud and crime prevention and to improve our services. These may involve disclosing your data to third parties such as, but not limited to, HMRC and our insurers. In the event of company reorganisation, merger or buy out, it may be disclosed to a different group company.
- 11.3 We will process your personal information in accordance with our [Privacy Policy](#), the terms of which are incorporated into this Contract.

12. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

12.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.2 Subject to clause 12.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

12.3 Subject to clause 12.1 our total liability to you for any reason, and upon any cause of action, shall be limited to the amount of any Payments and other charges which you have paid to us under this Agreement.

12.4 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.5 For the avoidance of doubt, this clause 12 will survive termination of the Contract.

13. Confidentiality

13.1 **“Confidential Information”** means all information in respect of the business of Links Training Group LTD including any know-how, and any information marked confidential or which are by their nature clearly confidential and any other information which, if disclosed, will be liable to cause harm to Links Training Group LTD.

13.2 You will, and shall procure that Attendees will, keep confidential any and all Confidential Information that you or they may acquire and shall not use any Confidential Information

for any purpose other than the purpose intended by its disclosure by us under the Services.

13.3 You undertake that you and your Attendees will not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any Confidential Information except as permitted by clause 13.4.

13.4 You may disclose Confidential Information:

- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract provided that you ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 13;
- (b) if it is publicly available or becomes publicly available through no act or omission on your part, or on the part of an Attendee; or
- (c) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14. Termination, consequences of termination and survival

14.1 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

14.2 **Survival.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

15. **Events outside our control**

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

16. **Non-solicitation**

You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of twelve months following termination of the Contract.

17. **Communications between us**

17.1 When we refer to "in writing" in these Terms, this includes email.

17.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

17.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

17.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

17.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

18. General

18.1 Assignment and transfer

(a) We may assign or transfer our rights and obligations under the Contract to another entity.

(b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

18.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

18.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

18.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

18.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

18.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.