

## Star Training Booking Terms & Conditions

This page (together with the documents referred to on it) sets out the terms and conditions by which we supply any of the products (Products) or services (Services) listed on our website [www.star-training.co.uk](http://www.star-training.co.uk) (Our Site) to you whether you purchase online, by telephone or email.

Please read these terms and conditions carefully before ordering any Service from Our Site. You should understand that by ordering any of Our Services, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Services from Us.

### 1. DEFINITIONS

1.1 We are (Gillian Courtney, Trading as) Star Training ("We", "Us" or "Our"). We provide consultancy, coaching, mentoring, tuition, training, courses and related Products and Services ("the Services"). Our registered office is at Brook House, 6 Edmonds Close, Denington Industrial Estate, Wellingborough, NN8 2QY. Our VAT number is: 176 7035 89. Our website is [www.star-training.co.uk](http://www.star-training.co.uk) (Our Site).

1.2 The "Customer" is the company, firm, corporation, person or delegate who attends or has booked or purchased the Services.

1.3 The "Services" are any course, seminar, tutorial, training, workshop, coaching, mentoring or related product or services provided by Us.

1.4 Any reference in this document to "writing" or "written" or related expressions includes a reference to cable, facsimile transmission, e-mail or comparable means of communication.

### 2. BOOKINGS, CANCELLATIONS, RE-SCHEDULING, TRANSFERS AND REFUNDS

2.1 No contract exists between the Customer and Us for the supply of the Services until We have received and accepted the Customer's order and sent Our confirmation in writing to the Customer's address. Once We do so, there is a binding legal contract between Us and the Customer.

2.2 Where the Customer is a consumer the contract is subject to the Customer's right of cancellation under the Consumer Protection (Distance Selling) Regulations 2000 as follows:-

2.2.1 The Customer has the right to cancel the contract at any time up to the end of seven days after the day upon which this contract is made under clause 2.1. If the Services are to be provided within 7 days of the contract being made under clause 2.1 the Customer agrees that the Customer's right to cancel ends at the time the performance of the Services starts. To exercise the Customer's right of cancellation, the Customer must give Written Notice to Us.

2.2.2 Once the Customer has notified Us that the Customer is cancelling the contract, We will refund or re-credit the Client within 30 days for any sum that has been paid by the Customer or debited from the Customer's credit or debit card for the Services subject to any costs already incurred by Us.

2.3 Any cancellation requests received outside of this period will be subject to the following cancellation charges:

- \* If requested more than 28 days prior to the training date, no cancellation charge will apply.
- \* If requested between 22 and 28 days prior to the training date, a cancellation charge of 25% will apply.
- \* If requested 21 days or fewer prior to the training date, a cancellation charge of 100% will apply.

2.4 Requests for re-scheduling or transfers will be permitted only if the invoice for the training has been paid in full. Requests for re-scheduling or transfer must be received in writing and the date the written request is received by Us will be deemed the date on which the request has been made.

2.4.1 Requests for re-scheduling or transfers of open courses will be subject to the following charges:

- \* If a request is received, and new dates agreed, more than 21 days prior to the original training date, the delegate can re-schedule the date without charge.
- \* If requested between 15 and 21 days prior to the training date, a delegate can transfer to the next scheduled course for a re-booking charge of 25% of the full course fee, even if an initial discount has been applied.
- \* If requested between 10 and 14 days prior to the training date, a delegate can transfer to the next scheduled course for a re-booking charge of 50% of the full course fee, even if an initial discount has been applied.
- \* If requested fewer than 10 days prior to the training date, no transfer option is available.
- \* If a delegate cannot attend on the new date, no refund will apply.

2.4.2 Requests for re-scheduling or transfers of private, bespoke or in-house Services will be subject to the following charges:

- \* If a request is received, and new dates agreed, more than 21 days prior to the original training date, the Customer can re-schedule the date without charge.
- \* If a request is received, and new dates agreed, between 10 and 21 days prior to the original training date, the Customer can re-schedule the date for a re-booking charge of 50%.
- \* If a request is not received, or new dates have not been agreed, less than 10 days prior to the original training date, a cancellation charge of 100% will apply.
- \* If a request has been received, but new dates have not been agreed by the original training date, the course will be deemed to have been cancelled and a 100% cancellation fee shall apply.
- \* If a client cannot provide delegates for the re-scheduled date, a cancellation charge of 100% will apply.

2.4.3 Agreement on dates for re-scheduling or transfer shall be subject to the availability of places, rooms and/or trainers on the requested date. An additional fee may be incurred to

cover additional costs sustained by Us to re-schedule Services. Substitution of alternative delegates is not considered to be a cancellation and can be made at any time with no penalty applied.

2.4.4 Services can only be re-scheduled or transferred on one occasion. If a re-scheduled or transferred booking cannot subsequently be attended by the client, the booking shall be cancelled without refund.

2.5 Where a number of training courses have been arranged as part of a training programme, the deadline for cancellation, re-scheduling or transfer of any course within the programme shall relate to the first course date, and not to the date of any individual courses within the programme.

2.6 If more delegates attend than have been booked, the full course fee, regardless of any discounts applied for other delegates, will apply to the additional delegates. An invoice will be raised without requirement for a booking form. However, since classes are prepared and materials produced for the number of delegates booked, if delegates do not attend, no credit or refund will be due for them.

2.7 Bookings made at reduced or promotional prices cannot be cancelled or rescheduled and are subject to a 100% cancellation fee. Bookings cannot be cancelled in order to benefit from a subsequent reduction in price, whether due to a change in the list price or a promotional offer. Therefore, if a booking is made, then cancelled when a lower price applies, it can only be re-booked at the original price.

2.8 Travel and Accommodation for delegates is the responsibility of the Customer and is not included in the price of the Services. If required, We may supply information on local hotels and travel at our discretion and without any responsibility to the Customer who must make their own decision as to the suitability of any particular recommendation. We accept no liability for any costs incurred by the Customer should We cancel or re-schedule any Services.

2.9 We may make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or other changes in trade or professional practice provided they do not materially affect the nature or quality of the Services and We advise the Customer accordingly.

2.10 Where a special dietary requirement has been intimated We shall use reasonable endeavour to ensure that the venue provides the food as per that request; however, We cannot guarantee that the food will be as requested and accept no responsibility or liability for any errors in food labelling or preparation or any other matter to do with the food provided by the venue; therefore should a Customer have a specific food allergy or dietary requirement, We would strongly recommend that the Customer make their own arrangements with regards to food. Where an additional cost is involved in providing food to meet a special dietary requirement, this will be passed on to the Customer to be paid and the decision to accept or decline the venue's alternative arrangements lie solely with the Customer.

2.11 If the Customer is a consumer their statutory rights are not affected by these terms and conditions.

### **3. PAYMENT**

3.1 Payment of the full fee must be made at the time of booking if paid by credit or debit card, or as stated in the invoice.

3.2 The fee stated at the point of booking, or in the invoice, covers training, course materials and any lunch and refreshments during the day as detailed on Our Site or in the invoice and joining instructions and is subject to clause 2.10 above.

3.3 In the event of late payment of any money due to Us under these terms (including without limitation any moneys found owing to Us under any other clause of these terms) the Customer shall pay interest accruing from day to day calculated at the annual rate of 4% above the base rate from time to time of Lloyds Bank plc on all such money overdue from the Customer from the due date for payment until the actual date of payment. In addition the Customer shall pay all costs and disbursements incurred by Us in recovering fees which are paid late or disputed. Further We reserve the right to suspend all or any part of the Services (whether under this or any other contract between Us and the Customer) until payment in full of all monies due to Us is made.

3.4 All charges quoted to the Customer for the provision of the Services are (unless specifically stated) exclusive of any Value Added Tax, for which the Customer shall be additionally liable at the applicable rate from time to time.

3.5 Where a refund is due for any reason, it shall be made within 30 days from the date of acknowledgement by Us.

### **4. COPYRIGHT & NON COMPETITION**

4.1 The Customer acknowledges that all intellectual property rights (including without limit copyright) in any materials related to or used in the provision of the Services or any part thereof remain Our sole property (including but without limitation all recordings, transcripts, books, papers, records, notes, notebooks, memoranda, activities, resources, journals, diaries, outlines, drafts, letters, photographs, other digital representations and illustrations irrespective of the medium in or on which such objects are held) and any reconstruction, reproduction, recording or copy thereof will be an infringement of our rights and the Customer may not authorise any dissemination, publication disclosure or other use of any such materials without our written consent. The Customer further acknowledges that due to the importance of such materials to Our business a claim by us for damages may not adequately protect Our legitimate interests and the Customer hereby acknowledges and agrees that We shall be entitled to seek injunctive relief to prevent infringement of Our rights in appropriate circumstances.

4.2 The Customer acknowledges that the services being booked are for personal development purposes only and will not be used in any way whatsoever for the research, development or delivery of any similar service or product in competition with Us without our written consent. The Customer further acknowledges that a claim by us for damages may not adequately protect Our legitimate interests and the Customer hereby acknowledges and agrees that We shall be entitled to seek injunctive relief to prevent infringement of Our rights in appropriate circumstances.

## **5. DISCLAIMER**

5.1 All information provided by Us is given in best faith and We will not be held responsible for actions taken by the Customer, or any other individual or organisation as a result of the information provided during or after provision of the Services by Us.

5.2 It is our policy to monitor constantly the Services We offer as well as the performance and content of the Services. Every care has been taken to ensure the accuracy of, and verify the content of the information given in providing the Services to the Customer. However the Customer acknowledges changes will occur after the Services have been designed or devised or after publication of materials used by Us in the provision of the Services and We make no warranty, express or implied, as to the suitability of any Services for the Customer and the Customer agrees that they book or purchase the Services on this basis.

## **6. EXCLUSION / LIMITATION OF LIABILITY**

6.1 Nothing in these terms in any way excludes or restricts our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be restricted. Nor does it affect consumers' statutory rights. This section (and any other terms excluding or limiting our liability) applies to our directors, consultants, officers, employees, subcontractors, agents as well as to Us.

6.2 The Company warrants to the Client that the Services will be provided using reasonable skill and care. However without prejudice to the other terms of this contract, We exclude to the extent allowed by law all other liability for any loss or consequential loss including for breach of contract, tort (including negligence) or any other cause of action with respect to any of our Services or occasioned to any person acting, omitting to act or refraining from acting in reliance upon any course material or course presentation or, except to the extent that any such loss does not exceed the fees paid for the course, arising from or connected with any error or omission in the course material or course presentation. Consequential loss shall include:

- a) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
- b) loss of goodwill or reputation;
- c) special, indirect or consequential losses

6.3 Any claim for damages by either party under this contract shall be limited to a sum equal to the Fees payable to the Company under this contract

## **7. CONSENT TO USE YOUR PERSONAL INFORMATION**

7.1 For the purposes of the Data Protection Act 1998 the Customer acknowledge that in the course of registering with Us and using our Services certain information or data about the Customer will be captured electronically or otherwise. The Customer agrees that We may use, store, process such information or data for the purposes of providing the Services to the Customer or marketing any or Our other Services to the Customer.

7.2 We may use the data you provide for the purposes of financial control and debt recovery through outside agencies

## **8. TERMINATION**

8.1 Either party may (without limiting any other remedy) at any time terminate the contract by giving written notice to the other if the other commits any material breach of these

Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so.

8.2 Either party may terminate the contract by written notice if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

8.3 Upon termination by Us We shall be entitled to be paid for all Services provided to the date of termination

## **9. DISPUTES**

The Customer must notify Us of any dispute or problem with booking or cancellation within a period of three months of the original booking. Any subsequent failure by the Customer to communicate on the matter for a three month period shall be considered to have closed the matter and will nullify any claim against Us.

Where a Customer has any cause to raise an issue, dispute or complaint about our Services, this must be made in writing to Us at the address above. Any complaints will be handled in line with the Company Complaints procedure (available on request) and will be responded to within 10 working days.

## **10. NON SOLICITATION**

The Customer agrees not within 12 months after the last date of the provision of Services to the Customer by Us whether under this or any other contract to induce any employee or contractor of Ours involved in the provision of the Services to the Customer to leave his employment, or terminate or breach his or its contract for services with Us as the case may be nor to appoint, engage or employ for the purposes of providing services in competition with Us. If the Customer is in breach of this clause, the Customer shall be liable to pay Us by way of liquidated damages and a genuine pre-estimate of Our loss a sum representing 50% of the employee's annual salary (excluding benefits) or 100% of the fees paid to the contractor in the previous 12 months (as the case may be).

## **11. ENTIRE AGREEMENT**

11.1 These conditions constitute the entire agreement between you and us in connection with the Customer's booking, purchase or use of the Services. Any failure by Us to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. If any provision of these conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and that other provisions remain in full force and effect.

## **12. LAW AND JURISDICTION**

12.1 No variation may be made to these terms and conditions without Our written consent.

12.2 This contract is governed by the law of England and Wales, and is subject to the exclusive jurisdiction of the courts of England.