

TERMS AND CONDITIONS FOR PROFESSIONAL COURSES

These terms and conditions and the application form comprise the agreement (“the Agreement”) pursuant to which Quartic Training Limited (“QTL”) provides the professional course (“the Course”) to the Candidate.

1. Payment Terms

- 1.1 Payment in full for the Course must be made by the Candidate for the booking to be confirmed. No place on the Course will be guaranteed by QTL without it receiving full payment in cleared funds.
- 1.2 In the event that the Candidate’s employer has agreed to pay QTL for the Course:
- 1.2.1 QTL may agree to accept payment after the booking has been made provided that QTL has agreed credit terms in writing with that employer;
- 1.2.2 the Candidate remains liable for payment in the event of failure to pay or late payment by the employer; and
- 1.2.3 for the avoidance of doubt, all of QTL’s rights in clauses 1.3 to 1.7 (inclusive) shall continue to apply.
- 1.3 Course prices are subject to change at any time, and are only guaranteed once full payment has been received by QTL. All payments must be made in British pounds (GBP).
- 1.4 The Course fees are stated inclusive of VAT (unless otherwise specified), but are exclusive of (i) any required fees payable to any third party and (ii) any study notes prepared by any entity other than QTL. The Candidate is responsible for any bank charges or other fees incurred by virtue of the payment.
- 1.5 QTL reserves the right to charge interest at the rate of 2% above the base rate of HSBC Bank Plc on any late payments.
- 1.6 Any refunds given, including those made pursuant to clauses 2.2 and 2.7 will only be made to the original payer of the fees. Such refunds will be made in British pounds (GBP) and the Candidate is responsible for any bank charges or other fees incurred by virtue of the refund.
- 1.7 In the event that any cheques are dishonoured, QTL will charge the Candidate an administration fee of £25 plus VAT.

2. Courses and enrolment

- 2.1 Candidates must bring the Course Confirmation letter on the first day of the Course, failing which entry may be refused.
- 2.2 QTL reserves the right to cancel, reschedule or change the location of the Course or any class if, in the opinion of QTL, such action is necessary for whatever reason. QTL will notify the Candidate by email or other means as soon as possible of any such change. In the event that the Course is cancelled by QTL, it will either offer an alternative course or provide a refund.
- 2.3 No particular tutor is guaranteed for the Course or any part of it.
- 2.4 Courses are not transferable between Candidates. Only the enrolled Candidate is entitled to attend.
- 2.5 The Candidate must sign the register every day of the Course. No other person is permitted to sign the register on the Candidate’s behalf.
- 2.6 Candidates may be excluded from all or any part of the Course if:
- 2.6.1 the fees have not been paid in accordance with this Agreement;
- 2.6.2 the Candidate causes disruption to the Course or any part of it or in any way diminishes the ability of other Candidates to properly benefit from any course provided by QTL; or
- 2.6.3 the Candidate conducts him/herself in a manner which, in the reasonable opinion of QTL, brings that Candidate or QTL into disrepute; or
- 2.6.4 the Candidate is in material breach of or repeatedly breaches this Agreement; or
- 2.6.5 the Candidate, for whatever reason, is not lawfully permitted to take the Course within the UK.
- In the event of a Candidate being excluded from part or all of the Course, no refunds will be given.
- 2.7 Subject to clause 2.8, once the Candidate is booked on the Course, the Candidate is not entitled to cancel the booking. Any cancellation will be at QTL’s absolute discretion, will be dependent upon QTL being able to fill the space with another Candidate and the refund will be subject to the deduction of a £100 cancellation fee and a further deduction in respect of any materials or books which have been supplied to the Candidate.
- 2.8 The Candidate is permitted to cancel a booking on the Course provided that:
- 2.8.1 the cancellation takes place no later than 14 days prior to the date that the Course commences;
- 2.8.2 a fee of £100 is paid to QTL;
- 2.8.3 the Candidate pays in full for all materials or books which have been supplied to, or ordered by, him/her
- and QTL shall be permitted to deduct any sums due to it pursuant to clauses 2.8.2 and/or 2.8.3 from any sums it holds from or on behalf of the Candidate;
- 2.9 A Course deferral can be made subject to availability and subject to an administration charge of £100. The student is also liable for any increase in the course fee. Deferral is at the absolute discretion of QTL.

3. Course Materials

- 3.1 The Candidate is granted a non-transferable, non-exclusive licence to use the materials provided by QTL which licence terminates upon termination of this Agreement for any reason.

- 3.2 The Candidate may only use these materials for their own educational purposes and shall not, without QTL’s prior consent in writing, copy, make available, reproduce, sell, disseminate, licence, distribute, publish, broadcast or otherwise circulate the materials (or any part of them) to any person.
- 3.3 The Candidate shall fully indemnify QTL in respect of any infringement of QTL’s intellectual property rights arising as a result of the Candidate’s breach of this Agreement.
- 3.4 Any materials sold will only be refunded at QTL’s discretion and only if both the books and the container are in perfect condition and the container remains sealed.

4. Notices

Any notices required to be served by QTL under this Agreement will be deemed properly served if sent by prepaid postage to the postal address, or emailed to the email address notified by the Candidate. Any notice served on QTL must be served by prepaid postage to Royal London House, 22-25 Finsbury Square, London EC2A 1DX.

5. Limitation of Liability

- 5.1 The liability of QTL for direct losses arising out of its negligence (other than in respect of liability for death or personal injury), breach of contract or any other cause of action arising out of or in connection with this Agreement shall be limited to the cash receipts from the Candidate (or the employer) for the Course.
- 5.2 QTL shall not be liable for any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.

6. Security

Personal possessions are the sole responsibility of the Candidate. QTL accepts no responsibility for anything which is lost, stolen or damaged from/at its venues or premises. Candidates are advised to keep all of their possessions with them at all times.

7. Change of details

The Candidate must notify QTL straight away of any change in the Candidate’s contact details.

8. Warranty

- 8.1 QTL warrants that the materials it produces and provides as part of the Course will be of satisfactory quality but does not warrant that the materials will be error free. The materials are provided for educational purposes only and are not designed for giving professional or investment advice or guidance to any person, including the Candidate him/herself.
- 8.2 QTL warrants that it will perform any services under this Agreement with reasonable skill and care.
- 8.3 The warranties set out in clauses 8.1 and 8.2 are in lieu of all other warranties express or implied which are hereby excluded to the fullest extent permitted by law.

9. Data Protection

- 9.1 Candidates agree that, in relation to information relating to them held by QTL from time to time, QTL may:
- 9.1.1 use the information to perform its obligations and enforce rights under this Agreement;
- 9.1.2 use the information to inform Candidates about courses, products or services which may be of interest to them;
- 9.1.3 use the information to inform Candidates of feedback and exam results;
- 9.1.4 communicate with the Candidate’s employers or other entity which paid the Course fees for the Candidate, regarding the Candidate’s progress, results and attendance; and
- 9.1.5 provide any details of the Candidate (including details of registration and attendance) to any UK Government departments or relevant regulatory bodies.
- 9.2 The Candidate agrees to QTL processing his/her personal data in accordance with clause 9.1.
- 9.3 Candidates have the right to receive details of the personal information held by QTL upon payment of a fee of £20.00.

10. Miscellaneous

- 10.1 If any provision of this Agreement is held to be invalid or unenforceable by any tribunal or court of competent jurisdiction, the remaining provisions shall not be affected.
- 10.2 This Agreement is governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.