

TRAINING SERVICES

- 1.1 Where the Services agreed in the Order Confirmation are for the provision of training by the Supplier to the Buyer (a **"Training Course"**), in addition to the provisions of the Contract, the provisions of this condition 16 shall also apply. Where there is any conflict or inconsistency between any other term of these Conditions and this condition 16, the provisions of this condition 16 shall take precedence in respect of the supply of Training Services.
- 1.2 The price for the Training Services shall be the price set out in the Order Confirmation and such amount shall be payable in full by the Buyer upon booking the relevant Training Course.
- 1.3 Should the Buyer wish to cancel a Training Course that the Buyer has booked for any of its employees, agents, representatives or otherwise (an attendee on behalf of a Buyer being a **"Participant"**), written notice of cancellation is required from the Buyer (this includes by letter, fax or email) to the address of the Supplier set out at the front of these Conditions or to training@swagelokmanchester.co.uk and where the Supplier receives such cancellation notice from a Buyer, the following refund policy shall apply:
 - (a) upon cancellation within 28 days before the date of the Training Course (not including the date of the Training Course), the Buyer shall be entitled to a 75% refund of the price of the Training Course or may select to book a Training Course on an alternative date, subject to availability;
 - (b) upon cancellation within 14 days before the date of the Training Course (not including the date of the Training Course), the Buyer shall be entitled to a 50% refund of the price of the Training Course or may select to book a Training Course on an alternative date, subject to availability;
 - (c) upon cancellation within 7 days before the date of the Training Course (not including the date of the Training Course), the Buyer shall not be entitled to any refund of the price of the Training Course and neither shall an alternative Training Course on an alternative date be selected by the Buyer.

For the avoidance of doubt, the Buyer shall not be entitled to any refund of the price of a Training Course in the event of a Participant's absence on the day of the Training Course.
- 1.4 Where a Training Course involves a test or assessment element and a Participant fails such test or assessment and the Participant wishes to repeat the part of the Training Course which he/she failed in order to achieve the relevant Training Course certification, then the Supplier shall be entitled to charge the Buyer for retesting/reassessment of the relevant Participant in such scenario (irrespective of whether such retesting/reassessment takes place on the same day as the Training Course or on an alternative day).
- 1.5 In the event a Participant arrives at any time after a Training Course has started, the Supplier (or its nominated representative) reserves the right not to permit the Participant to participate on the Training Course and no refund of the price of the Training Course shall be made to the Buyer/Participant in such case.
- 1.6 The Supplier reserves the right at its sole discretion to amend the format of a Training Course (including the location and time) or to cancel a Training Course for any reason which it considers necessary including due to circumstances beyond its reasonable control in accordance with condition 14 and/or where the number of attendees booked on a Training Course renders it unviable for the Supplier to run the Training Course.
- 1.7 In the event the Supplier cancels a Training Course prior to its commencement, it shall in the first instance offer the Buyer the opportunity to select another Training Course on an alternative date. Only if the Buyer is unable to select an alternative date, shall the Supplier provide the Buyer with a full refund of the price of the Training Course as soon as reasonably practicable, with no further liability whatsoever arising from such cancellation. For the avoidance of doubt, the Supplier accepts no responsibility for travel, accommodation or other costs which may have been incurred by the Buyer/a Participant in connection with the cancellation of a Training Course by the Supplier.

- 1.8 The Buyer shall procure that each Participant acknowledges and agrees at all times to abide by the directions and instructions of the Supplier (or its nominated representative) whilst attending the Training Course. The Supplier reserves the right at any time to remove any Participant from a Training Course if in the Supplier's sole discretion, it considers such action necessary for safety reasons or for the proper delivery of the Training Course or for any other reasonable reason. No refund of the price of the Training Course shall be made to the Buyer if the Participant has acted negligently, maliciously, with wilful misconduct or otherwise without due care and attention for the Supplier or other attendees of the Training Course, so as to cause his/her removal.

- 1.9 Whilst the Supplier takes every care with the provision of a Training Course, the Buyer acknowledges and agrees (and shall procure that each Participant acknowledges and agrees) that the Supplier shall have no responsibility whatsoever for personal accidents, damage, loss and/or theft of personal belongings of any Participant whilst attending a Training Course.

- 1.10 Any and all intellectual property rights for all purposes throughout the world which vest in, derive from or are connected to any materials provided by the Supplier to the Buyer/a Participant in connection with a Training Course shall as between the Buyer/Participant and the Supplier be the property of the Supplier and any copying, adaptation and/or other use of such materials without the prior written consent of the Supplier is strictly prohibited.