

## Terms and Conditions

(24.05.2018)

### 1. Fees:

- 1.1. All fees are payable **21 days** in advance of open courses, consultancy and conferences (where credit agreed), but we reserve the right to require payment to be made at the time of the booking. Certificates will only be issued once payment in full has been received.
- 1.2. Fees for in-house courses and audits are normally due **14 days** after completion of the course or audit (where credit agreed), but we reserve the right to require payment to be made at the time of the booking. Certificates will only be issued once payment in full has been received.
- 1.3. Fees for online courses are payable in advance prior to the issue of logins.
- 1.4. Where we require payment to be made prior to the course date, we will not be required to provide the course if payment in full is not received before the course date.
- 1.5. All fees for ethical audits and consultancy must be paid in advance. Reports for audits or consultancy will only be issued once payment in full has been received. Follow up audits are not included in the fee for the initial audit and will incur an extra cost, if required.
- 1.6. We reserve the right to charge interest on overdue fees.
- 1.7. VAT is payable on all fees.
- 1.8. The fees are as advertised on our website or otherwise advised to you at the time of booking.
- 1.9. Where examination fees are included in the course fee, this refers to ONE examination fee per person. An extra charge will be made for any re-sits.

### 2. Terms of Booking:

- 2.1. Once a booking has been confirmed, we do not accept cancellations and you are liable for payment.
- 2.2. If you book on an open course and decide not to attend but have already paid, we are unable to offer a refund. However, we are happy to accept substitutions or transfers (see Substitutions section below).
- 2.3. If an in-house course or audit is booked and later postponed we will re-schedule it to a later date which suits both parties, subject to our agreement and availability. You will be liable for any costs incurred as a result of the postponement.
- 2.4. If an in-house course or audit is booked, and following confirmation you decide not to go ahead, you will be liable for the following fees:
  - 2.4.1. Informed VWA within 20 days of start of course/audit - 100% of the course/audit fee.
  - 2.4.2. Informed VWA outside 20 working days of the start of course/audit - 75% of the course/audit fee.

You will also be liable for any costs incurred in relation to this booking.



### 3. Substitutions:

- 3.1. Substitutions can be made at any stage at no cost but must be made in writing (subject to our agreement).
- 3.2. The original delegate will be transferred to the next available course, unless VWA is informed otherwise.

### 4. Transfers:

- 4.1. Transfers to the same course at a future date, subject to availability of places, will incur the following charges:
  - 4.1.1. Between 10 and 20 working days before the course £50 + VAT.
  - 4.1.2. Less than 10 working days before the course £100 + VAT.
  - 4.1.3. Any hotel cancellation fees (if accommodation is included in the cost), plus any related administration charge.
- 4.2. The original invoice for the training course will still be payable on the due date stated on the invoice.
- 4.3. If that transfer is then transferred again, the conditions above will be applied again.
- 4.4. All substitutions or transfers requested verbally must be confirmed in writing (email is acceptable). Changes requested will become effective on the date of receipt of written confirmation.

### 5. Responsibility

- 5.1. The person who places the booking agrees to be responsible for the attendance of any candidates attending any course.

### 6. Right of Refusal

- 6.1. Your booking is deemed to be an offer to receive training pursuant to these terms and conditions which we will accept by notifying you. We are not obliged to accept any order or offer.

### 7. Limitation of Liability

- 7.1. In no circumstances will we be liable, in contract, tort, or otherwise for any indirect, inconsequential or special loss or damages suffered or sustained by you or by any candidates attending a course.
- 7.2. VWA shall not be liable for performing any of our duties in respect of an order which is caused by any event outside our reasonable control to be cancelled.

## 8. General

- 8.1. If any of these terms and conditions are found to be invalid, illegal or unenforceable, that part shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 8.2. These terms and conditions constitute the entire agreement between you and us and supersede any previous agreements, arrangements, understandings or representations. Nothing in these terms and conditions excludes any liability for fraud or fraudulent misrepresentation.
- 8.3. No variation of any of these terms and conditions shall have effect unless it is agreed in writing by us.
- 8.4. These terms and conditions shall be governed by English law and you submit to the jurisdiction of the courts of England and Wales.
- 8.5. We reserve the right to charge any sums to which we are entitled pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debt Regulations 2002.