

SELHURST CONSULTING LIMITED

TERMS OF BUSINESS

1. Interpretation

“Selhurst Consulting Limited/SC/Our” means we the company who provide the course and all persons acting on behalf of the company.

“Student/You/Your” means the individual enrolled/enrolling on to a course with Selhurst Consulting Limited.

“CIPD” means The Chartered Institute of Personnel and Development.

2. Acceptance of terms

2.1 These terms of business and the information you provide when enrolling for a course comprise the agreement pursuant to which, once your enrolment is accepted, Selhurst Consulting Limited (hereafter to be referred to as SC) will provide the requested course, including materials, to the student.

2.2 By submitting your enrolment form you agree to be bound by these terms and conditions.

2.3 A binding contract is formed when SC accepts your enrolment form to join a course and sends you or your employer confirmation by email. Under the *Consumer Protection (Distance Selling) Regulations 2000* you then have seven working days in which to cancel in writing via email, after which the payment terms as set out below become effective immediately.

3. Payment Terms

3.1 Where payment is being made by the Student it must be received by SC within 30 days of the date of the invoice or the start date of your course, whichever is sooner. Where your employer is making the payment it must be made within 14 days of the date of the invoice. Payment should be made by BACS to the account quoted on the invoice and quoting the invoice number or by debit or credit card by telephoning the SC office on 0208 239 1323 between 9 am and 5.30pm Monday to Friday. Payment can be taken outside business hours by prior mutual agreement with SC. **Please note that a charge of 2.5% of your course fee will be made for credit card payments**

3.2 Where an employer is to pay for a course on behalf of a member of its staff, both the staff member and employer shall be jointly and severally liable for all unpaid invoices.

3.3 Where the Student is self-funding SC may agree to payment of course fees by instalments. 25% of the invoiced amount must be received by SC within 30 days of the date of the invoice or the start date of your course whichever is sooner. Payment should be made by BACS. The remaining 75% may be paid in a maximum of three instalments within 90 days of the start of your course.

The charge for payment by instalments is 5% of the total course fee (including VAT).

3.4 Where payment by instalments is agreed, the Student should set up a standing order with their bank and send an e-mail to SC stating how much and on which date(s) the remaining payments are expected.

3.5 If any payment is not paid by its due date SC may: (i) charge 5% interest on any unpaid amount; and/or (ii) refuse entry to the Student to any course or any module thereof; and/or (iii) delay publication of assessment results; and/or (iv) terminate this agreement if any payment is 14 days or more late. However, outstanding fees will still be payable.

4. Classroom Courses

4.1 SC will provide on-line access to SC materials to Students attending courses after their first day of attending the course. Students' personal CIPD set textbook will be supplied within one month of commencement of the course as will access to student membership of the CIPD.

4.2 Personal possessions are the sole responsibility of the Student and SC accepts no responsibility for anything that is lost or stolen from its venues. Students are advised to keep valuables with them at all times.

5. Intellectual Property

5.1 All intellectual property rights in all SC course materials belong to and shall remain the property of SC and neither the Student nor any other person shall obtain any intellectual property rights in any SC course materials.

5.2 SC grants the Student a non-transferable, non-exclusive licence to use the SC course materials strictly for the purpose of participating in the relevant course and to use the same for the Student's own educational, non-commercial purposes.

5.3 You shall ensure that SC course materials with which you are supplied by SC are only made available to and accessed by you in accordance with clause 5.2 and you must not make available, copy, disseminate, sub-license, distribute, sell, publish, broadcast or otherwise supply in any medium any such materials to any third party.

5.4 The Student shall indemnify SC against all liability, loss, damage, costs and expenses (including legal costs), whether direct or indirect, incurred by SC arising out of any breach of any of the provisions of this clause.

6. Cancellation and Deferral

6.1 Transferring to an alternative course date (for whatever reason): two free transfers can be made after which there will be a £50 administration charge for a third request (payable immediately) and £100 for each further request

6.2 There is no charge to an employer who changes the name of the employee to be sponsored before the start of the course.

6.3 Without prejudice to the rights of the Student under *the Consumer Protection (Distance Selling) Regulations 2000*, if the Student wishes to cancel a course, the Student may do so by written notice via email to SC prior to the course start date and shall be liable to pay the following charges: (a) if 30 days' or more notice is given in advance of the course start date, a charge equal to 50% of the total price for the course; or (b) if less than 30 days' notice is given in advance of the course start date a charge equal to 100% of the total price for the course.

6.4 If the Student fails to attend the course, for whatever reason, the full course fee is payable.

7. Data Protection

7.1 The Student agrees that, in relation to any personal data provided by or on behalf of the Student to SC, SC may use such personal data to: (i) perform its obligations (including its obligations to the CIPD); (ii) enforce its rights under this agreement; (iii) inform the Student about courses, products or services which SC believes may be of interest; (iv) inform the Student of feedback from a course; (v) where the Student's employer pays the course fees and at the request of the employer provide the Student's employer with information regarding the Student's progress, results and attendance.

8. Confidentiality

8.1 SC and the Student shall keep confidential any information relating to either party (SC or the Student) which is either marked "confidential" or which ought to be reasonably assumed is confidential and which is disclosed to it by the other party and shall only use such information in relation to the provision of courses.

8.2 Confidential Information shall include (but not be limited to) discussions within the classroom and written assignments, which, for example, relate to company procedures and/or policies.

9. Termination

9.1 This agreement may be terminated immediately if the Student fails to pay any instalment of the invoice payment or, if applicable, the Student's employer fails to pay the invoice, in either case within 14 days of the required payment date. On termination any outstanding fees shall be payable in full forthwith.

10. Force Majeure

10.1 SC will not be liable for any failure to perform, or any delay in the performance of any of its obligations under this agreement that is caused by an event(s) outside the control of SC, such as natural disasters, that could not be avoided through the exercise of due care