

For your own benefit and protection, you should read these Terms and Conditions carefully before agreeing to them. These Terms and Conditions are our standard agreement upon which we intend to rely.

Booking a course will amount to acceptance of these Terms and Conditions. These Terms and Conditions are subject to review from time to time. A copy of any revised Terms and Conditions will be notified to you on our website www.nesltd.co.uk.

1 The contract between you and us

1.1 Our agreement with you will come into existence once we have sent you an e. mail acknowledgement or other form of written communication which indicates that we have confirmed the terms of our agreement with you. We must receive full payment of the course you have booked at the time of booking unless we agree otherwise.

2 Price and Payment

2.1 We reserve the right to undertake credit checks from time to time. By agreeing to these Terms and Conditions you give your consent to us undertaking whatever checks we deem to be appropriate.

2.2 The prices payable for the courses we offer are as set out on our website or advised by us from time to time. However, in certain circumstances we reserve the right to increase prices for events beyond our control.

2.3 If you fail to pay any amount due on the due date, we will have the right to terminate your agreement with us and charge interest on any outstanding sums due at 4% per annum above Barclays bank% base rate from time to time. Interest will be applied to the outstanding amount each day until you have paid all of the sums due to us in full.

2.4 If we allow you to pay by instalments, each instalment must be paid on time otherwise we may end our agreement with you.

2.5 We also reserve the right to charge an administration fee for late or missed payments.

3 Finance

3.1 You may be given the option of paying for your course via finance/credit. We act as introducer for these purposes and any agreement will be directly between you and the finance company.

3.2 You agree to comply at all times with any terms of any finance agreement you may enter into with a finance company. If you do not do so we will be able to claim the losses, we incur arising as a result of any failure on your part to comply.

3.3 When you enter into a finance agreement you will be given certain pre-contract information which you should read carefully. You should also satisfy yourself that you are able to meet the repayments due.

4 Your Right to cancel your agreement with us/the finance company

4.1 You have the right to cancel our agreement within fourteen days of the agreement coming into existence without giving any reason (Cancellation Period). The cancellation period will expire after fourteen days from the day the contract comes into existence. If you wish to exercise your right to cancel you must inform us at training@nesltd.co.uk

4.2 If you cancel your agreement during the Cancellation Period with us we will reimburse to you all payments, we have received from you. We will make any reimbursement due to you without undue delay.

- 4.3 However, if you request to attend a course offered by us or access a course online during the cancellation period, you will be obliged to pay us an amount which is in proportion to what has been performed, until you have communicated to us your cancellation of our agreement.
- 4.4 You also have the right to cancel your finance agreement within fourteen days without giving any reason from the date that you enter into it. The finance company will advise you of their contact details in order to exercise your right to do so. Again, if you attend a course during the cancellation period or access a course online, you agree to pay us an amount which is in proportion to what has been performed until you have communicated your cancellation of the agreement.
- 4.5 If you wish to cancel our agreement outside of the Cancellation Period specified above, subject to our consent (and provided that all payments due to us have been made) you are entitled to a refund on the cost of the course as follows:

Notification of intention to cancel between 12 and 26 weeks	100%
Notification of intention to cancel between 8 weeks and 11 weeks 6 days	75%
Notification of intention to cancel between 21 business days and 7 weeks 6 days	50%
Notification of intention to cancel between 0 and 19 business days	0%

5 Cancellation by us

- 5.1 We reserve the right to cancel the agreement between us if:
- 5.1.1 there are insufficient delegates make the course financially viable;
- 5.1.2 if at any time we consider (in our reasonable opinion) that it is inappropriate for you to remain on a course; or
- 5.1.3 we are unable to offer the course at the originally agreed location.
- In such circumstances we will refund the charges paid by you. Alternatively, we will use our reasonable endeavours to offer you a suitable replacement course if one is available.

6 Training Courses

- 6.1 We may offer a range of courses from time to time. We may vary or change any course content as we see fit.
- 6.2 Unless otherwise agreed by us, you must complete an E-learning course within 90 days.
- 6.3 Where a training course is expressed to last for a period of twelve months, you must complete the course within this time period. If you do not complete the course within the time allotted, we will not be under any obligation to extend the course or otherwise offer you any additional assistance.
- 6.4 If you want to change the location at which you are to attend a course or change the date on which you are due to attend you will let us know in writing. We may agree to your request provided you pay any additional charges and expenses we advise are payable.
- 6.5 If you fail to attend a course on an agreed date and at an agreed location, we will still be able to charge you in full as if you had attended all of the course. We will also be able to charge you any additional costs and expenses that we reasonably incur.
- 6.6 Where the course is an E-Learning course we will grant you access to software to enable you to gain access to these. You agree not to allow anyone else to use your username and password.

- 6.7 We do not make any representation or warranty that the course you have selected is suitable for your requirements. You are required to make your own assessment and we will not be held responsible if you decide that the course is not suitable for you at any time.
- 6.8 We will not have any liability in the event of a change of government policy.
- 6.9 No guarantee is given nor any representation or warranty (whether express or implied) is made by us that successful completion of a course will result in accreditation or admission to any accredited schemes or professional bodies.

7 Course Materials

- 7.1 You are permitted to use our course materials only for the purpose of your own education/learning.
- 7.2 We own all of the intellectual property rights in the course materials. You are not permitted to reproduce or copy them at any time unless we have given our express written consent.

8 Liability and Insurance

- 8.1 Nothing in our agreement with you will exclude or limit our liability for the following: -
- 8.1.1 Death or personal injury caused by our negligence;
 - 8.1.2 Fraud or fraudulent misrepresentation;
 - 8.1.3 Any matter where it is unlawful to exclude liability.
- 8.2 Subject to clause 8.1 above, we will not be responsible to you for: -
- 8.2.1 Loss of sales or business;
 - 8.2.2 Loss of agreements or contracts;
 - 8.2.3 Loss of anticipated savings;
 - 8.2.4 Loss of earnings;
 - 8.2.5 Loss or corruption of software data information;
 - 8.2.6 Loss of or damage to goodwill;
 - 8.2.7 Any loss or corruption of data;
 - 8.2.8 Any indirect or consequential loss.
- 8.3 Subject to clause 8.1 above, our total liability to you whether under this agreement or otherwise (including statutory duty) shall not exceed the amount you have paid to us under the terms of the agreement.

9 Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to training@nesltd.co.uk, and all notices from us to you will be displayed on our website from time to time.

10 Events beyond our control

We shall have no liability to you for any failure to comply with our agreement where such failure is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

11 Ending this Agreement

- 11.1 In addition to the other rights under this agreement we may terminate our agreement with you with immediate effect by giving you written notice at any time if: -
- 11.1.1 You are materially in breach of our agreement;

11.1.2 You are unable to pay your debts as they fall due or a bankruptcy petition or bankruptcy order is made against you.

11.2 Irrespective of how the agreement between us comes to an end, it will not affect either of our rights or remedies which may have accrued prior to the termination of this agreement.

12 Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

13 Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

14 Third party rights

Except for our holding company, associated company, affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the United Kingdom Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

15 Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

16 Entire agreement

These terms and conditions, booking form and privacy policy, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.