

# Face-to-Face Learning Terms & Conditions - Commissioning Course/Programme Delivery

- 1. The Provider:** Grey Matter Learning Limited, a company registered in England and Wales with registration number 06158047 and whose registered office address is 32b Kingfisher Court, Hambridge Road, Newbury, Berkshire RG14 5SJ.
- 2. The Purchaser:** The commissioning organisation, as stated on the invoice, who is responsible for its delegates.
- 3. Booking:** To deliver complete courses/programmes direct to a commissioning organisation and its delegates.
- 4. Payment:** The Provider will take the booking(s) at the price stated, with an invoice offering 14 day payment terms to follow. Specified dates will be provisionally held with the Provider's trainer for 14 days pending receipt of payment. However, the booking(s) will not be confirmed until payment has been received. If payment is not received 21 days prior to the course date, the Provider cannot guarantee trainer availability. The price excludes VAT and travel expenses.
- 5. Course Numbers:** Usually limited to a maximum of 16 delegates except where a specific subject has number restrictions, for example, First Aid.
- 6. Venue Requirements:** The Provider requires a learning environment with natural light from windows, comfortable seating, reasonable space between chairs and at an appropriate temperature. The Provider will provide a venue checklist to help with venue preparation. The Purchaser is responsible for organising and funding the venue, providing the Provider and the delegates with venue and parking information. The Provider usually requires the venue to have a projector, screen, flipchart, pens plus an extension lead, should the socket for the trainer's laptop is not close to where the trainer will work from.
- 7. Learner Welfare:** The Purchaser is expected to liaise with the delegates (unless it has been agreed in writing that the Provider undertakes this administration on their behalf). The Provider will provide an example of "Joining Instructions" that the Purchaser can use to send to delegates. The Provider recommends that the Purchaser sends a reminder to delegates around seven days prior to the start date. The Purchaser is responsible for funding and providing refreshments and lunch (optional) and communicating the arrangements to the delegates. If lunch is not provided, the Purchase must notify the Provider and delegates accordingly to allow the opportunity to organise alternative arrangements for themselves, particularly as the trainer does not have the option to leave the venue.
- 8. On-Site Working:** The Purchaser will provide the representatives of the Provider with appropriate information and rules relating to health, safety, facilities, security and well-being for the relevant locations.
- 9. Missing A Module:** If a delegate cannot make, or indeed misses, one or more of the modules as part of a multi-day programme, then the Provider should be contacted as soon as possible in order to catch up on any missed content. Options include a one-to-one with a trainer, a webinar or an alternative date, depending on availability and all of which are chargeable, unless there is an event or space available that can be offered free of charge, e.g. at short notice due to a cancellation.
- 10. Changes:** The Provider reserves the right to update the content of a course/programme, change course/programme timings and change the trainer.
- 11. Purchaser Cancellation:** Refunds are not available once payment has been made. However, it

may be possible to change the date with 21 days' notice prior to the course/programme start date, subject to trainer availability.

- 12. Provider Cancellation:** Should the Provider need to cancel, due to circumstances beyond its control, and an alternative date not be suitable for the Purchaser, a full refund will be made by the Provider to the Purchaser. Delegates are encouraged not to book travel or accommodation more than 14 days prior to a course date as the Provider shall not be liable for any other loss or expense arising from a cancellation, date or course/programme change.
- 13. Intellectual Property:** Course/programme materials may not be copied or reproduced or disclosed to any third party without prior written consent of the Provider. This includes materials created by the Provider and those delivered under third party licence.
- 12. Non-Solicitation:** The Purchaser agrees that for the period after booking a course/programme and until expiry of twelve months after the course/programme, the Purchaser shall not, without prior written agreement from the Provider, knowingly employ or engage on any basis or offer employment to anyone employed or engaged by the Provider who have been associated with the service provided.
- 13. Data Protection:** The Provider is registered with its designated statutory authority, the Information Commissioner's Office (registration number Z1710421). The Provider will need to hold personal data in order to provide services to delegates. Information to any third parties is only provided with the consent of the delegates. Reasonable technical and procedural precautions are taken by the Provider to prevent the loss, misuse or unauthorised alteration of personal data. The Provider may inform delegates about other courses/programmes and services provided, though such messages can be stopped at any time by contacting the Provider.
- 14. Jurisdiction:** These terms and conditions are governed by and construed in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the courts of England.