



Slanjava Learning Ltd

<https://www.slanjavalearning.co.uk>

Terms and conditions

Please read these terms and conditions carefully, as they contain important information about Your rights and obligations. We draw Your attention to clause 8 (Cancellation Charges) and clause 12 (Liability).

We would like to thank you for choosing to use Slanjava Learning Ltd. In order to protect our legal position, we are required to send you our terms and conditions, which set out the basis on which we will provide training. However, if you have any concerns, issues, or complaints in relation to this course then please contact Us to discuss them. We will aim to resolve any complaints or issues with you without recourse to legal proceedings.

1 Definitions

1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:

'Confirmation Letter' means the letter or email sent by Us to You in accordance with clause 2.3 below confirming the Course Date(s) and the Fees payable;

'Customer' means the person, firm or company who enters into a contract with Us on these terms and conditions;

'Course' means the provision of the training services by Us to You on the Course Date(s);

'Course Date(s)' means the date(s) of the Course as confirmed to You in writing by Us in the Confirmation Letter;

'Fees' means the fees payable by You to Us for the provision of the Course as set out in the Confirmation Letter, which You agree to pay to Us under the terms set out in this Agreement;

'Intellectual Property' means all intellectual property rights anywhere in the world (including present and future intellectual property rights);

'Materials' means any Course materials, handouts, discussion sheets, or other such materials provided by Us as part of the Course;

'Us' means Slanjava Learning Ltd. and 'We' or 'Our' shall be interpreted accordingly; and

'You' means the Customer and all the Customer's employees and 'Your' or 'Yours' shall be interpreted accordingly.

2 The Agreement

2.1 If You wish to proceed with booking a Course then please either (a) tick the box on the website to confirm that You have read the terms and conditions and wish to proceed with the Course or (b) send Us a signed booking form ("the Offer") or (c) send Us a confirmation email.

2.2 If You telephone Us to place a booking, We will then reserve a place, availability permitting, on the Course for You but You must send Us the Offer within 7 days of the telephone booking. If You do not do so, then We reserve the right to release Your booking.

2.3 This Agreement shall come into force (following receipt of an Offer from You) when We send You a Confirmation Letter ("the Commencement Date").

2.4 Upon receipt of Your Offer, a delegate questionnaire may be sent to You. This is so that We can adapt courses (so far as is practicable) to suit Your particular needs.

2.5 This Agreement shall be binding upon the Customer and all employees of the Customer who are enrolled upon a Course. You undertake to provide a copy of this Agreement to all persons attending the Course.

3 The Course

3.1 In consideration of You paying to Us the Fees in accordance with the provisions of clause 7:

3.1.1 We agree to provide the Course to You; and

3.1.2 Either when the Fees are paid or when You notify Us in writing that the Fees will be paid, We will send You the joining instructions, which contain details of the venue, details of the key texts for the Course and a suggested reading list (if applicable).

3.2 We shall use our reasonable endeavours to carry out the Course on the date advertised but it may be necessary in certain circumstances to change the advertised date of the Course.

3.3 If the date of the course is changed by Us, We will notify You in writing and You may either transfer your booking to the new date for the Course or cancel Your booking and We will refund to You all sums paid prior to such cancellation. In these

circumstances clause 8 shall not apply. Time shall not be of the essence in relation to Our performance of obligations under this Agreement.

3.4 We will provide You with a list of possible accommodation but all accommodation bookings shall be made by You and shall be paid for in full by You. The list of accommodation is provided as information only and We make no representation as to the standard of such accommodation or its suitability for your requirements. For the avoidance of doubt, We will not be responsible (whether financially or otherwise) for any accommodation bookings made by You.

4 Your Obligations

4.1 Prior to and during the Course (and within the timescales agreed between You and Us) You agree to:-

4.1.1 provide Us with all information that is reasonably requested by Us;

4.1.2 Ensure that all information provided by You to Us is correct, accurate and up to date; and

4.1.3 Behave at all times in a manner that is not disruptive to other delegates or Our staff or employees.

4.2 On completion of the Course, and if required by Us, You agree to take part in a short written examination and/or an assessment of practical skills.

All tests are carried out with the intention of assessing Your understanding of the Course and to consider any improvements that We could make to the Course.

4.3 If You fail to comply with Your obligations, as set out in clause 4.1, then We reserve the right to terminate your participation in the Course at any time. If We do this then You will not be entitled to a refund of the Course Fees.

4.4 If You purchase the any training materials offered for sale by Us at the successful completion of the Course then You acknowledge that any sections of the video on practical manoeuvres shall not be used as a substitute for proper training on the correct method to execute such manoeuvres.

5 Our Obligations

5.1 We shall ensure that the Course is presented by suitably qualified personnel.

5.2 We will provide the Course using reasonable care and skill.

5.3 We will provide You with the Materials necessary for the Course. You may retain these Materials following completion of the Course by You, subject to clause 10 below.

6 Fees

6.1 We will provide You with details of the Fees as set out in Our website, agreed via email, or other marketing materials from time to time in force or as set out in the Confirmation Letter. We reserve the right to vary the Fees due to any failure by You to comply with Your obligations as set out in clause 4.

6.2 Fees may be subject to VAT at the prevailing rate.

6.3 In the event that You decide not to proceed with the Course or to cancel the Course after the Commencement Date, We reserve the right to invoice You for the cancellation charges as set out below in clause 8.

7 Payment

7.1 We shall invoice You for the Fees 8 weeks prior to the start of the Course if You book the Course more than 8 weeks before the Course Date.

If you book the Course less than 8 weeks before the Course Date then We will invoice for the Fees upon receipt of your booking. You shall pay the Fees and any additional sums without any set off or other deduction.

7.2 All invoices shall be due and payable by You 28 days before the Course Date ("the Due Date"). If your booking is confirmed less than 28 days before the Course Date, the invoice shall be due and payable by You within 14 days of the date of invoice. Time for payment of invoices shall be of the essence.

7.3 If payment is not made within 7 days of the Due Date, We shall be entitled, without limiting any other rights We may have:

(a) to charge interest on the outstanding amount both before and after any judgment at 4 per cent above the base rate from time to time of Bank of England and such interest shall accrue from the Due Date until the outstanding amount is paid in full,

(b) to recover from You all reasonable expenses incurred by Us in recovering the Fees and any interest on such amounts including legal fees and costs for collection by third party agencies;

(c) to cancel Your booking for the Course until such time as We have received all sums due to Us under this Agreement; and

(d) to withhold any certificate You may have obtained from attending this Course.

8 Cancellation Charges

8.1 If You cancel the Course at any time then You must inform Us as soon as possible in writing. You will have to pay a cancellation charge calculated in accordance with the table below ("the Cancellation Charge") in addition to an administration fee of £150.00 ("the Administration Fee"). Cancellation Charges are necessary because cancellations cost Us money but We will only require You to pay a reasonable sum to reimburse Us for Our lost revenue.

Time before proposed date of Course that We receive notification of cancellation
Cancellation Charge as a percentage of the balance of the Fees

Less than 2 weeks 100%

Between 2 and 4 weeks 50%

Longer than 4 weeks 0%

8.2 Within 7 days of the notice of cancellation being given to Us, We will either: -

8.2.1 Return to You the balance of the Fees, having deducted the Administration Fee and the applicable Cancellation Charge where You had paid the Fees to Us in accordance with clause 7.2 prior to giving notice to cancel the Course; or

8.2.2 Invoice You for the balance of the Cancellation Charge and the Administration Fee where You had not paid the Fees prior to giving notice to cancel the Course.

8.3 In the event of a no show, the cancellation charge will be 100% of the course Fees

9 Intellectual Property

9.1 You agree that all the Intellectual Property in the proprietary processes and procedures which are used in the delivery of the Course or any Materials provided by Us shall be owned by Us.

9.2 On completion of the Course You may retain the Materials provided to You as part of the Course. You may only modify (in whole or in part) the Materials provided to You with Our prior written permission. You may not permit, assist or licence another person to modify, vary or reproduce any of the Materials provided to You.

9.3 If You wish to use any of the Materials provided by Us for Your own training or teaching purposes then You may reproduce them solely for the purposes of providing teaching or training. However, You must ensure that if any Materials are reproduced by You, that they are reproduced with reference to "Slanjava Learning Ltd" and Our copyright notice included.

10 Confidentiality

10.1 Any information of a confidential nature that is obtained or disclosed to Us prior to or during the Course will be kept strictly confidential and will not be disclosed to any other person except as required by law.

11 Limitation of Liability

11.1 The following provisions set out Our entire financial liability (including any liability for the acts or omissions of its employees, agents and subcontractors) to You in respect of:-

(a) any breach of this Agreement;

(b) Our provision of the Course to You; and

(c) any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 2 of the Supply of Goods & Services Act 1982) are, to the fullest extent permitted by law, excluded from this Agreement.

11.3 Nothing in this Agreement excludes or limits Our liability:

(a) for death or personal injury caused by Our negligence;

(b) under section 2(3) of the Consumer Protection Act 1987;

(c) for any matter which it would be illegal for Us to exclude or attempt to exclude Our liability; or

(d) for fraud or fraudulent misrepresentation.

11.4 Subject to clauses 11.2 and 11.3 of this Agreement:-

(a) Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to one and a half times the total amount of Fees paid by You to Us;

(b) We shall not be liable to You for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise; in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Agreement.

12 General

12.1 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts for such purpose.

12.2 We will not assign or transfer in whole or in part any of Our rights or obligations under this Agreement without your prior written consent.

12.3 Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

12.4 For the avoidance of doubt nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement.

12.5 This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made in writing signed by a duly authorised representative of each of the parties.

12.6 Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement that result from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than six (6) months, either party may terminate this Agreement by written notice to the other party.

13 Notices

13.1 All notices which are required to be given hereunder shall be in writing and shall be sent for Slanjava Learning Ltd. to Our registered office address or for You to the address which You provided to Us when You placed the booking or to such other address as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered personally or by first

class pre-paid letter, email or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post or email 48 hours after sending and if by facsimile transmission when despatched.

This Agreement has been executed and delivered on the date as set out above.

Appropriate Policies and Procedures are available from Slanjava Learning Ltd, please contact us for further details.

You can contact us:

- (a) using our website contact form; or
- (b) by email, using the email address published on our website.