# Capital

# **Certificate in Employment Law Terms**

August 2024

These terms and conditions (Terms) apply to your booking with us.

Please read these Terms carefully before you book and check that all details on the booking form are complete and accurate.

# 1. Definitions

# When the following words with capital letters are used in these Terms, this is what they will mean:

## Content

means the written content made available to Delegates

#### Course

means our Certificate in Employment Law

#### **Course Materials**

means the course materials, operating manuals and other documentation and Content made available by us to be used in connection with the Course

## **Delegate(s)**

means the delegate(s) of the Course as authorised by, and registered with, us in accordance with these Terms

## **IPR**

means all rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names, rights to goodwill or to sue for passing off or unfair competition, database rights, rights in confidential information (including know-how and trade secrets), in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

# **Privacy Policy**

means our privacy policy, available on request and on our website

## 2. Bookings and Payment

Once we have received and processed your booking form, you will be sent a booking confirmation and invoiced. At that point, a contract will come into existence between us. Payment of our invoice must be made within 14 days of receipt. If you do not make any payment due to us by the due date for payment, we may charge interest on the outstanding sum(s) at 8% per annum from the date of the invoice(s).

When you submit a booking form to us, you will be asked to confirm that you agree to these Terms. If you are a business booking for Delegates to attend the Course, you will need to ensure that the Delegates abide by these Terms.

We reserve the right to reject any booking for the Course prior to acceptance for any reason whatsoever and shall not be required to disclosure the reasons for rejecting the booking.

# 3. Cancellations

If you decide you no longer wish to participate in this course, you are able to cancel your booking for a full refund (less an administrative charge) at any time up to 28 days before the course start date. Cancellations made after this time will not be eligible for a refund.

We understand that sometimes, urgent and/or important matters can arise at the very last minute which may mean you can unfortunately no longer attend the course you have booked on to. Whilst you will not be eligible for a

refund in these circumstances, we will allow you to attend the course at a later date for no additional cost, or someone else can attend the course in your place.

#### 4. Course Delivery

If you do not, after being asked by us, provide us with information requested for the purposes of the Course delivery, or you provide us with incomplete or incorrect information, we will not be liable for any non-performance or delay where you have not provided this information to us after we have asked.

We reserve the right to remove any Delegates from the Course who fail to attend, arrive late or if, in our sole opinion, we believe that they will have insufficient knowledge to complete and pass successfully within the Course time remaining.

Where a Delegate's demeanour and or general behaviour affects other Delegates or results in the disruption of the Course, that Delegate may be removed from the Course.

If we are required to remove a Delegate from the Course in the circumstances set out above, the full Course fees remain payable.

We reserve the right to alter the programme, date, speakers and delivery method (for example from in-person to virtual) should the need arise and will have no liability for any costs incurred as a result of any such alteration. We shall have no liability to you in the event that the Course cannot be delivered due to a force majeur event.

#### 5. Intellectual Property

All IPR and all other rights in the Course Materials shall be owned by us. We licence all such rights to you free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable you to make reasonable use of the Course Materials for the purposes of completing the Course.

We only supply the Course and Course Materials for domestic and private use. You agree not to use the Course or the Course Materials for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### 6. Your data

By booking the Course with us, you consent that we may:

- process your personal data (including sensitive personal data) that we collect from you in accordance with our Privacy Policy;
- inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us; and
- in the event that the Course is subject to external examination, be granted access to review and retain the Course assessment results and (if required) be granted access to your electronic outlook calendar for the purposes of scheduling appointment and assessment dates relating to the Course. For the avoidance of doubt, we shall not be responsible for scheduling appointment and assessment dates relating to the Course.