



<b>Title</b>	Terms and Conditions – Commercial Courses
<b>Owner</b>	Managing Director
<b>Review interval</b>	Every 2 years
<b>Date of last review</b>	25/06/20

<b>Updates</b> Every review will not necessarily yield any changes if none are needed. There will only be comments below if a change was made		
<b>Date</b>	<b>Version no.</b>	<b>Comments</b>
03/06/21	1	

This page (together with the documents referred to on it) sets out the terms and conditions under which we provide the courses (“**courses**”) listed on our website (“**the site**”). Please read these terms and conditions carefully before booking any courses from the site. You should understand that by booking any of our courses (“**course booking**”), you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

### 1. Information about us

1.1 The site [www.greysealacademy.co.uk](http://www.greysealacademy.co.uk) serves Grey Seal Academy and Grey Seal Recruitment (“**we**” or “**us**”).

1.2 Our main business address is Unit 3, The Heritage Business Centre, Derby Road, Belper, DE56 1SW

### 2. Your status

2.1 If you have not entered into a contract for the purposes of your business, trade or profession, you are acting as a consumer.

2.2 If you are a consumer, by placing an order through our site you warrant that:

- a. You are legally capable of entering into binding contracts; and
- b. You are at least 18 years old; and
- c. You do not have an outstanding bad debt with Grey Seal Academy or Recruitment; and
- d. You have not previously been asked to leave a course.

### 3. How the contract is formed between you and us

3.1 Your booking is a request to us to reserve a place for you on a course. All bookings are subject to acceptance by us. After placing an order, you will receive an email from us acknowledging that we have received and accept your order and that an invoice will follow. The contract will only be formed when we send you the order confirmation.

3.2 The contract will relate only to those courses and chosen course options which we have confirmed we will provide in the order confirmation. The value of the contract will be the the “course fee”.

3.3 You warrant that all information provided to us by you for the purposes of the contract is complete and accurate.

### 4. Instalment policy and instalment fee

4.1 For certain courses you may choose at the time you make your course booking either to pay the course fee in full or to pay by instalments.

4.2 If you choose to pay by instalments, the due date for subsequent payments and any refunds due if you choose to withdraw from the course, are set out in our [fee information and refund policy](#).



## 5. Price and payment

5.1 The course fee will be as quoted on our site at the time of order, except in cases of obvious error. These prices, where applicable, are inclusive of a sum representing UK VAT.

5.2 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an order confirmation.

5.3 It is always possible that, despite our best efforts, some of the courses or course options listed on our site may be incorrectly priced. If the correct price for a course or a course option is higher than the price stated on our site, we will normally, at our discretion, either contact you or cancel your order and notify you of such cancellation. Any price paid will be refunded to you but we shall have no liability to you beyond the price paid.

5.4 We are under no obligation to book you on a course at the incorrect (lower) price, even after we have sent you an order confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

5.5 You will be responsible for paying us the course fee unless you cancel your course booking within the period of eligibility for a refund as in Clause 6.2, or within our refund policy as set out in our refunds policy.

5.6 Payment by you via our site must be by bank transfer. You may contact our Admissions Team if you wish to pay the course fee by another method.

## 6. Cancellation of course booking

6.1 You may cancel a course booking at any time.

6.2 If you are acting as a consumer, and you cancel the course booking within 14 calendar days of receiving your order confirmation without giving any reason, you are entitled to a full refund of the price paid. If you are not acting as a consumer, the normal refund policy provisions shall apply.

6.3 Cancellations and refunds in circumstances outside those described in Clause 6.2, and/or following the expiry of the 14-day cancellation period, are subject to the terms and conditions as set out in our refund policy. For the avoidance of doubt, the cancellation period will expire after 14 days from the date of the order confirmation.

6.4 To cancel a course booking, you must inform us by calling our helpline on 01773 829121, or let us know of your decision to cancel the contract by emailing [enquiries@greysealacademy.co.uk](mailto:enquiries@greysealacademy.co.uk) or in writing to the above postal address. To meet the cancellation deadline it is sufficient for you to send your communication concerning exercising the right to cancel before the cancellation period has expired.

6.5 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event you will not incur any fees as a result of this reimbursement.

6.6 If you requested to begin performance of the contract during the cancellation period (i.e. if the course commences during the 14-day cancellation period or if you access the course materials via our online course spaces (i.e. via our virtual learning environment), you shall pay us an amount which is in proportion to what has been performed up until you have communicated to us your cancellation from this contract, in comparison to full coverage of the contract.

6.7 Express request to start the services within the cancellation period – if you wish to start our services during the cancellation period, you must make an express request to do so in writing, e.g. email. If you subsequently decide to cancel the contract, you will be liable to pay us an amount that is in proportion to the services performed until you have communicated your decision to cancel, in comparison to full coverage of the contract.

6.8 You will not have the right to cancel a contract where the services have been fully performed.



## 7. Our refunds policy and cancellation by us

7.1 We reserve the right to cancel a course by giving you notice in writing in accordance with Clause 9, at any time. If we cancel a course before the course start date, you will be eligible for a full refund of the course fee.

7.2 We will process any refund due to you as soon as possible and, in any case, within 14 days of the day you give notice of cancellation. The refund will be made using the same method of payment that you originally used to make your course booking unless otherwise expressly agreed with you. In any event you will not incur any fees as a result of this reimbursement.

7.3 We will make all reasonable efforts to deliver the course as outlined on our site and in any brochure or published material. However, we reserve the right to:

- a. Alter the timetable, location or presenters specified for a course; and
- b. Make reasonable amendments to the content and syllabus of a course, when necessary.

7.4 We reserve the right to cancel your course booking in our absolute discretion, and refund all fees paid by you, irrespective of whether the course itself is to proceed, without any further liability on our part.

7.5 We also reserve the right to exclude you from any course after its commencement if in our absolute discretion we consider that you are impeding the provision of the course or other of our activities, or your presence is bringing or threatening to bring the company or any part of it or its subsidiaries into disrepute. In these circumstances we will refund all fees paid by you but will have no further liability to you in respect of such termination or exclusion.

## 8. Our liability and intellectual property

8.1 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the course fee you paid.

8.2 This does not include or limit in any way 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 fraud or fraudulent misrepresentation; or
- d. For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

8.3 We are not responsible for indirect losses which happen as a side-effect of the main loss or damage including but not limited to:

- a. Loss of income or revenue
- b. Loss of business
- c. Loss of profits or contracts
- d. Loss of anticipated savings
- e. Loss of data, or
- f. Waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise provided that this Clause 8.3 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of Clause 8.1 or 8.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this Clause 8.3.

8.4 Nothing in these terms and conditions shall give you any right or other licence to use copy or otherwise use or exploit in any way any intellectual property contained in the content of any course provided to you in accordance with these terms and conditions, unless expressly specified prior to order.



## 9. Written communications

9.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 10. Notices

10.1 All notices given by you to us must be given to Grey Seal Academy at the address above or [enquiries@greysealacademy.co.uk](mailto:enquiries@greysealacademy.co.uk). We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the ways specified in Clause 9. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

## 11. Transfer of rights and obligations

11.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

11.2 You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent.

11.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

## 12. Events outside our control

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (force majeure event).

12.2 A force majeure event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- a. Strikes, lock-outs or other industrial action.
- b. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- d. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- e. Impossibility of the use of public or private telecommunications networks.
- f. The acts, decrees, legislation, regulations or restrictions of any government.

12.3 Our performance under any contract is deemed to be suspended for the period that the force majeure event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the force majeure event to a close or to find a solution by which our obligations under the contract may be performed despite the force majeure event.



### 13. Waiver

13.1 If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

13.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

13.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with Clause 9.

### 14. Severability

14.1 If any of these terms and conditions or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

### 15. Privacy

15.1 We will process information about you in accordance with our [privacy policy](#). By using the site, you consent to such processing and you warrant that all data provided by you is accurate.

### 16. Entire agreement

16.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

16.2 We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these terms and conditions.

16.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

### 17. Our right to vary these terms and conditions

17.1 We have the right to revise and amend these terms and conditions from time to time.

17.2 You will be subject to the policies and terms and conditions in force at the time that you order from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).

### 18. Law and jurisdiction

18.1 Contracts for the purchase of courses through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.