

Terms and Conditions

1. The Law

1.1 These terms and conditions and all other expressed terms of the contract/purchase order shall be governed and constructed in accordance with the laws of England.

2. Definitions

2.1 Company means Explosive Learning Solutions Ltd also known as (ELS). Client means the Company, delegate or person named on the Booking Form for whom the Company has agreed to provide Training Course in accordance with these conditions. Public scheduled course means any course open to the public and running at the Company's designated premises. Onsite courses means any course that is a closed course running at a Client's or Client's designated premises.

3. Supply of Training courses

3.1 The Company shall provide Training Courses generally in accordance with these conditions.

3.2 The Client shall make an application for Training Course(s) via Telephone: 01235 861805, Email: info@explosivelearningsolutions.com or through the website: www.elsbusinessstraining.co.uk Full booking details can be found here.

3.3 The Client on acceptance of the Quotation and completion of a Booking Form (by electronic or written means) which must be received by the Company a minimum of 15 business days before the commencement of the appropriate Training Course.

3.4 No booking will be deemed accepted by the Company, unless and until confirmed in writing by the representative of the Company. By confirming the booking the Client is accepting the Company's Terms and Conditions.

3.5 The Company may at any time without notifying the Client make changes to the Training Course. Clients will be given 10 business days' notice of cancellation or postponement of the Training Course booked, without liability to the Client.

3.6 The Company reserve the right to refuse or restrict anyone from attending its Training Courses.

3.7 Course outlines are correct at time of publishing.

3.8 The Company cannot be held responsible for issues arising from Proctored Online Examinations – the Client must contact the Examination Institute directly.

4. Copyright

4.1 All Intellectual property rights for all course material shall remain the property of Explosive Learning Solutions Ltd. No part of the training material may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior written permission of the copyright owner.

5. Charges

5.1 The Client shall pay the Company the delegate fees and additional sum which have been agreed between the Company and the Client for provision of the Training Course(s) a minimum of 10 business days prior to the start of the course unless different terms have been agreed by means of a Purchase Order. Courses booked within the 10 business days must be paid immediately.

5.2 Clients wishing to make payment from non-UK Bank Accounts must be responsible for all the bank charges in relation to the overseas transaction, this includes charges levied by the Client's bank and levied by the bank of Explosive Learning Solutions Ltd.

5.3 All Accredited Training Course prices quoted are inclusive of VAT at 20% where applicable, bespoke training will be quoted exclusive of VAT but may be subject to VAT on invoicing.

5.4 The Company shall be entitled to invoice the Client in respect of the Training Course(s) requested upon receipt of the Booking Form/Purchase Order and CAN form where applicable subject to terms agreed at point of sale. If the Client fails to give written notice in accordance with Section 8 Cancellations, then the Company shall be entitled to invoice the Client for the full cost of the Training Course(s).

5.5 Once the sums which are agreed between the Company and the Client for the provision of Training Course(s) or other services have been paid, then all monies become non-refundable unless specific terms are agreed in writing between the Company and the Client. If a Training Course is cancelled by written notice by the Client in accordance with Section 8 Cancellations, then a refund may be considered or monies carried forward in the form of a Credit Note.

5.6 Prices are correct at time of publishing but maybe subject to change.

6. Liability

6.1 Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Conditions, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by negligence of the Company its servants or agents or otherwise) which arise out of or in connection with the provision of the Training Course and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Company's charges as expressly provided in these conditions.

6.2 The Company shall not be liable to the Client or be deemed in breach of contract by reason of any delay or failure to perform any of the Company's obligations in relation to the Training Course if this was due to any cause beyond the Company's reasonable control.

6.3 For Cloud based courses the Company will not be liable to the Client if the Service being used goes down or is slow as a result of service continuity issues related to the Service Provider; for example, if the Office365 service becomes unavailable from Microsoft. With regards to an internet connection for such courses, the Company will be responsible for a solid and reliable internet connection for all Public scheduled courses. For any Onsite courses the Client is responsible for providing the reliable and stable internet connection upon which the Company can run the course. If the Client is using home/work/other internet for either access to the virtual course or for the taking of exams, it is the clients responsibility to ensure that the service level connection meets the requirements. Each Examination Institute will send out IP Guidelines prior to the Clients exam, the Company will not be liable if these guidelines are not followed.

7. Cancellations

7.1 Public Accredited Scheduled Course

Confirmed Bookings	10 or less Business Days*	Greater than 10 Business Days
Cancellation Fee	100%	0%
Changes to Course Date	100%	0%
Delegate Name Change	0%	0%

7.2 Closed Accredited Courses

Confirmed Booking	10 or less Business Days	Greater than 10 Business Days
Cancellation Fee	100%	0%
Amend Course Date	100%	0%
Delegate Name Change	0%	0%
Venue Charge if applicable	50%**	0%

7.3 Non-Accredited Courses

Confirmed Booking	10 or less Business Days	Greater than 10 Business Days
Cancellation Fee	100%	0%
Amend Course Date	100%	0%
Delegate Name Change	0%	0%
Venue Charge if applicable	50%**	0%

* Not including the day of notification, public holidays or the first day of the course

** Dependant on venue booking cancellation terms and conditions

7.4 The Company may at any time terminate the Contract by giving written notice to the Client, if the Client commits any breach of the Terms and Conditions with no notice and payment.

8. Attendance & Non-attendance

8.1 Delegates must attend and complete all aspects to the course to qualify for certification.

8.2 The full cost of course will be charged for delegates who arrive late or are absent from all or any part of the course, even when they are refused admittance due to lateness.

8.3 Transfer requests received less than 10 business days prior to the start date of the Training Course will be considered due to illness only, and on receipt of a medical certificate.

8.4 If a medical certificate cannot be supplied, we will accept confirmation from the delegates' company HR Department that the delegate was unable to attend due to illness. This must be supplied on company letter-headed paper.

8.5 Non-Attendance of any course for any reason whatsoever is deemed to be a cancellation with no notice and payment is due in full.

9. Special Requirements

9.1 The Company is committed to Equal Opportunities. To enable the Company to ensure that all Clients are treated fairly, and their requirements are fully met, the Client is requested to advise the Company in advance of any requirements that the Client(s) have to enable them to participate fully in the training.

9.2 Additional examination time may be allocated for specific reasons, if you qualify medical evidence may need to be provided as per the examination institutes requirements.

9.3 If the Client requires specialist equipment and/or personnel, such as signers or translators which incur additional costs to the Company these costs will be chargeable to the Client.

10. Force Majeure

10.1 The Company shall not be in breach of this contract if the provision of services are delayed or cancelled or reduced through any circumstances beyond its reasonable control, including acts of god (including but not limited to fire, flood, earthquake, storm, snow, hurricane, or other natural disasters) war, invasion, Civil unrest, Government action, labour disputes, strikes, lock-out or interruption or failure of power supply.

11. Bribery & Corruption

11.1 It is the Company's policy to conduct all its business in an honest and ethical manner, and we take a zero-tolerance approach to bribery and corruption. We are committed to acting professionally, fairly and with integrity in all our business dealings and relationships, Wherever we operate we will implement and enforce effective systems to counter bribery.

12 Complaints & Appeals

12.1 We very much hope you will never need it but should you ever have cause to you can view our Complaints & Appeals Procedure [here](#).