

# 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 Purchase Order/Booking Form/Nominal Roll or Invoice 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 reference any course that is a closed course running at a client's or Client's designated premises.

## 3. Consultancy

3.1. The Company shall provide a consultancy service to the client as agreed within the required provisions of the Purchase Order/Contract.

## 4. Supply of Training courses

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

4.2. The Client shall request a Commercial Training Course(s) via framework agreement or confirmed works order; alternatively enquiries can be made via telephone: 01235 861805, Email: [info@explosivelearningsolutions.com](mailto:info@explosivelearningsolutions.com) or through the website [www.elsbusinessstraining.co.uk](http://www.elsbusinessstraining.co.uk).

4.3. The Client shall agree dates and training method (Face to face or Virtual), with our Project Support Teams. A Purchase order must be provided prior to course start date.

4.4. The Client must supply nominal roles for the purpose of course set up/requirements. Amendments to delegate names must be given at least 48 hours prior to the start of the course.

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

## **5. Copyright**

5.1. The Intellectual property rights for all course materials will be owned by either the Client or Explosive Learning Solutions Ltd. Reproduction, storage, retrieval, or transmission of any part of the training material in any form or by any means, electronic, mechanical, photocopying, or otherwise, is strictly prohibited without prior written permission from the copyright owner.

## **6. Charges**

6.1. The Client shall pay the Company the invoiced value 30 days from date of invoice for completed courses or milestone payments as agreed unless different terms have been agreed on the Purchase Order/Contract.

6.2. 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.

6.3. All bespoke training/consultancy quotations are exclusive of VAT but may be subject to VAT at the government rate where applicable on invoicing.

6.4. If the Client fails to give written notice in accordance with Section 8 Cancellations, the Company shall be entitled to invoice the Client for the full cost.

## **7. Liability**

7.1. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client for any loss of profit or any indirect, special, or consequential loss, damage, costs, expenses or other claims arising from the provision of the Training Course. The Company's liability under the Contract is limited to the amount of the Company's charges as specified in these conditions.

7.2. The Company shall not be liable or considered in breach of contract for any delay or failure to fulfil its obligations related to the Training Course if such delay or failure is caused by circumstances beyond the Company's reasonable control.

7.3. The Company shall not be held liable to the Client for any disruption or slowdowns within the internet-based courses caused by service continuity issues related to the Service Provider, for example, if the Office 365 service from Microsoft becomes unavailable, the Company will ensure a solid and reliable internet connection for all virtual courses at its training

centre. However, for courses conducted at the client's location, it is the clients' responsibility to provide a reliable and stable internet connection. If the Client is using their own home/work/other internet for accessing the virtual course, they are responsible for ensuring that the internet connection meets the required service level.

## 8. Cancellations

### 8.1. Closed Courses

Confirmed Booking	15 or more Business Days	Between 6 and 14 Business Days	5 or less Business Days
Cancellation Fee Less T&S & avoidable charges	0%	50%	100%
Venue Costs where applicable	25%**	50%**	100%**
Amended Course Dates	0%	50%	100%
Delegate Name Changes	0%	0%	Min 48hrs

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

8.1.1. \*\* Dependant on venue booking cancellation terms and conditions

8.1.2. The Company has the right to terminate the Contract by providing written notice to the Client in the event of any breach of the Terms and Conditions. In such cases the Client will be required to make immediate payment in full without further notice.

## 9. Attendance & Non-attendance

9.1. The Client is expected to attend the training session on the specified date, time and venue as indicated in the joining instructions.

9.2. In the event of non-attendance, the Company will inform the Client on the first day of training, and no refund will be applicable.

9.3. Requests for transfers must be submitted by the Client.

## **10. Special Requirements**

- 10.1. The Company upholds the principle of Equal Opportunities. In order to ensure fair treatment and fulfil the needs of all Clients, the Client is kindly requested to inform the Company in advance about any specific requirements they may have to facilitate their full participation in the training.
- 10.2. If the Client requires specialised equipment and/or personnel, such as signers or translators, that incur additional costs for the Company, these costs will be passed on to the Client and charged accordingly.

## **11. Force Majeure**

- 11.1. The Company shall not be considered 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.

## **12. Bribery & Corruption**

- 12.1. The Company strictly adheres to an honest and ethical business approach, maintaining a zero-tolerance stance towards bribery and corruption. We are dedicated to conducting ourselves professionally, fairly, and with integrity in all business dealings and relationships, regardless of our operational location. We will establish and enforce robust systems to prevent and combat bribery.

## **13. Complaints & Appeal**

- 13.1. While we sincerely hope that you will never have a reason to utilise it, we provide a Complaints & Appeals Procedure that you can refer to if the need arises: [Complaints and Appeals Policy](#)