

Terms and Conditions

We are VantagePoint Holdings Limited, a company registered in England and Wales under company number 11921555 with our registered office at 6th Floor, 12 Moorgate, London EC2R 6DA ("The Company"). This page tells you information about us and the legal terms and conditions (**Terms**) on which we make available professional training courses (**Courses**) listed on our website.

These Terms (including our [Privacy Policy](#) as published on our website from time to time) will apply to any contract between us for the provision of a Course. Please read these Terms carefully and make sure that you understand them before signing up to any Course. During the booking process, you will be asked to agree to these Terms. If you do not accept these Terms, you will not be able to sign up to a Course.

These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

You acknowledge that, in booking a place on a Course, you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

If you are making a booking on behalf of another person, a company or other legal entity, you represent that you have the authority to bind such other person, company or entity to these Terms, in which case the terms "you" or "your" shall refer to that other person, company or entity. You agree to ensure that the participant(s) on any Course booked by you are made aware of and agree to these Terms.

THE COMPANY T&Cs

1. CONTRACT FORMATION

1.1 It is your responsibility to ensure the details provided in the booking are correct. Please take the time to read and check the details of the Course at each page of the booking process.

1.2 After you book a place on a Course, you will receive email communications from us acknowledging that we have received your booking and attaching an invoice for the attendance fee for the Course (Course Fee). However, please note that this does not mean that your booking has been accepted. Your booking will only be accepted and the contract will be formed once we have started to process the booking.

1.3 We reserve the right, in our sole discretion, not to accept any booking. In the event that we do not accept your booking, we will inform you by email as soon as possible. If you have paid the Course Fee, we will refund it by the same method that you used to pay.

2. THE COURSES

2.1 We provide professional training courses which may be delivered (i) face-to-face at the premises listed in the Course details (On-Premises Courses); or (ii) online and accessed remotely (Virtual Courses). Our range of Courses includes instructor-led as well as self-study options, as set out in the Course details. You are responsible for ensuring that you have the appropriate and proper prior knowledge, skill, and experience to attend the Course. You also warrant that you are booking a place on a Course for the purposes of your business or profession and not as a consumer.

2.2 We warrant that the Course will be provided using reasonable care and skill, in accordance with best industry practice and by suitably skilled and qualified instructors. This warranty is in lieu of and excludes all other terms, conditions or warranties implied by statute, law or otherwise.

2.3 You acknowledge that all information contained in the Course is general in nature and based on authorities that are subject to change. Nothing contained in the Course is, nor should be construed as, accounting, legal or tax advice or a professional opinion provided by us.

2.4 We may, in our sole discretion, substitute the proposed Course instructor(s) with another suitably skilled and qualified instructor(s).

2.5 We will send detailed attendance instructions to all attendees before the Course. For On-Premises Courses, this will include the venue address (hotel, conference facility or other suitable venue) and may include hotel or other accommodation booking recommendations. For Virtual Courses, this will set out how to access the Course online and include any minimum technical or system requirements and any passwords or other credentials which may be necessary to access the Course and the platform on which the Course will be delivered.

2.6 For Virtual Courses (whether instructor-led or self-study), you will be responsible for ensuring that you have remote access via a suitable device to the platform on which the Course will be delivered. You acknowledge that there may be delays, disruption and other problems in delivering the Course relating to connectivity issues and the transfer of data over communications networks. Where a Virtual Course is instructor-led, we will take all reasonable steps to ensure that the instructor has an adequate connection to the platform on which the Course will be delivered but we will not be responsible for any connectivity problems that you encounter.

2.7 You acknowledge that only individuals who have registered to attend a Virtual Course are allowed to have access to that Course. You will not share any passwords or other credentials which allow you to access a Course remotely with any third party.

2.8 You may not record an instructor-led Virtual Course during its delivery. If we become aware that you are making a recording of an instructor-led Virtual Course, we reserve the right to refuse to allow you to continue to participate in the Course (in which case no refund will be due in respect your Course Fee).

2.9 If you require assistance with any administrative matter (e.g. visa documentation, letters of invitation, tax and VAT issues etc.), please contact us using the contact details set out at the end of these Terms and we will do our best to help. We reserve the right to make a charge for such administrative services which we will notify to you in writing.

2.10 CPE/CPD and Attendance Certificates are awarded depending on the following criteria:
On-Premises Courses:

- Sign in on the dedicated VantagePoint Training Sign In Sheet on arrival each training day. Early departure or absence from a training session will be documented by the Course Instructor and/or the Course Administrator.
- CPE credits are only awarded for the days/part days attended.

Virtual Courses:

- Attendance and participation will be primarily monitored by the use of online polls. Participants will be required to respond to 3 polls per CPE credit/hour. Polls will be pertinent to the topic and will be run at irregular intervals throughout each training session.
- In case of poll failure on either the provider or participant platform, careful use of the chat facility – question and the resulting answer, will be employed.

2.11 Subject to Clause 2.10, at the end of each Course, you will be provided with an attendance certificate.

2.12 We do not guarantee that any attendance at any Course will be compliant with the CPD/CPE requirements of any particular institute or other governing body.

3. COURSE MATERIALS

3.1 We will make available online all appropriate course materials in relation to the Course (Course Materials). These will be in electronic format.

3.2 Other than to the extent that any Course Materials use or are based on content provided by you (Client Content), all intellectual property rights in the Course Materials are owned by or licensed to us and we grant you a limited, non-exclusive licence to use the Course Materials solely for the purposes of the Course and your own internal use. You agree not to make copies of or distribute any Course Materials to any third party.

3.3 Other than in relation to Client Content, we indemnify you against all liabilities, costs, expenses and damages relating to any claim that your use of the Course Materials infringes any third party intellectual property rights.

3.4 To the extent that any Course Materials use or are based on Client Content, you grant to us a licence to use such Client Content and indemnify us against all liabilities, costs, expenses and damages relating to any claim that use of Client Content infringes any third party intellectual property rights.

4. PAYMENT

4.1 The Course Fee is as stated at the time you book a place on the Course. Any discounts agreed are at our sole discretion.

4.2 Payment for each Course is required in advance.

4.3 An electronic invoice will be issued to you by email for every Course booking.

4.4 You are required to make payment in full within 30 days of the date of invoice and, in any case, before the start of the Course for which you have booked.

4.5 If you have asked us to assist with any administrative matter, we shall invoice you separately for any administrative charges and full payment of the relevant invoice is required at least 21 days before the start of the Course.

4.6 All Course Fees are quoted exclusive of VAT or similar sales tax which we shall add to our invoices at the appropriate rate. You are responsible for payment of any other taxes or charges arising under these Terms. If you are required under any applicable law to withhold or deduct any amount from the payments due to us, you shall increase the sum you pay to us by the amount necessary to leave us with an amount equal to the sum we would have received if no such withholdings or deductions had been made.

4.7 All amounts due shall be payable in the currency as shown on our invoice for the Course Fee.

4.8 Without prejudice to any other right or remedy that we may have, if you fail to pay any invoice by its due date:

4.8.1 you shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount; and

4.8.2 we may suspend provision of the Course or any other course which we have agreed to provide until payment has been made in full.

5. CANCELLATION

5.1 We reserve the right, in our sole discretion, to cancel or reschedule a Course at any time (including after commencement of the Course). We will notify you of any such changes as soon

as possible. You may be entitled to a refund of any Course Fees you have paid (see clause 5.2) but will not be entitled to any compensation in the event of such changes.

5.2 If we cancel a Course or reschedule it to a date which is inconvenient to you and you have already paid the Course Fee, we will provide a full refund within 30 days upon your written request, or at your option you may transfer the credit to another Course.

5.3 If you wish to cancel your booking for a Course, you must notify us in writing at least 21 days before the start of the Course and we will provide a refund equivalent to 80% of the Course Fee (the remaining 20% represents our administration fee). Alternatively, you may transfer the full credit to another Course at no extra charge.

5.4 If you cancel your booking with less than 21 days' prior written notice, or do not attend the Course for any reason whatsoever, the whole Course Fee will be due and no refund will be made. We may, in our sole discretion, be able to transfer the credit to another Course in which case an additional administrative charge equal to 20% of the original Course Fee will be payable.

5.5 If you have a credit for a Course Fee due to you having cancelled your booking, you must use this within 12 months of the date of your original Course. You may notify us in writing at any time within this 12 month period that you wish to have a refund of 80% of the credited Course Fee instead.

5.6 You will not be entitled to a refund if you only attend part of the Course. No Course Materials will be provided if you do not attend the Course.

6. PERSONAL DATA AND PUBLICITY

6.1 We will use personal data supplied by you in order to provide the Course to you (or to the Course participant(s) if you are booking on behalf of someone else). We will at all times comply with the data protection legislation in force in the UK at the time the Course is provided (this includes the Data Protection Act 2018 and the EU General Data Protection Regulation 2016/679 (GDPR) and any successor legislation to the GDPR or the Data Protection Act 2018) and only use such personal data in accordance with our Privacy Policy.

6.2 We would like to send you information about our future courses and services we think may be of interest to you from time to time. We will only do so if you have expressly agreed for us to contact you in this manner.

6.3 We may wish to include photographs of some of our clients in our marketing materials including website and social media channels. Please let the Course instructor know, or, if you

are booking on behalf of someone else, ask the Course participant to let the Course instructor know, if you or a Course participant do not wish photographs to be taken and/or social media tagging to be used in this way.

7. LIMITATION OF LIABILITY

7.1 Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence or for damages or liability resulting from fraud or fraudulent misrepresentation.

7.2 Subject to clause 7.1, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms for loss of profits, loss of business, loss of anticipated savings, loss of or damage to goodwill, loss of or corruption of data or information or any indirect or consequential loss.

7.3 Subject to clause 7.1 and clause 7.2, our total liability to you arising under or in connection with these Terms shall be limited to the Course Fee paid by you.

8. ACCESSIBILITY, EQUAL OPPORTUNITIES AND CONDUCT

8.1 We aim to provide training at high quality venues which offer accessible and appropriate facilities for customers with special needs or disabilities. If you have any specific needs, please contact us to discuss your requirements in detail. We will treat any such information you provide in strict confidence and in accordance with our Privacy Policy.

8.2 We are committed to promoting equal opportunities for all attendees and ensuring that each attendee receives equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. We will not tolerate any breach of this clause by our employees, any agents acting on our behalf or by other attendees.

8.3 We support respectful tolerance of different faiths and beliefs, and do not tolerate any actions or views which may encourage radicalisation or extremism. Radicalisation is the act or process of making a person more radical or favouring of extreme or fundamental changes in political, economic or social conditions, institutions or habits of the mind. Extremism means holding extreme political or religious views which may deny rights to any group or individual such as racism, homophobia, right-wing ideology, any religious extremism.

8.4 In the interests of the safety and comfort of all Course participants and instructors, we require all attendees to observe reasonable standards of behaviour. We reserve the right to refuse to allow an attendee to participate in a Course if, in our sole opinion, the attendee has displayed an unreasonable standard of behaviour or is deemed to be violent, threatening, abusive or disruptive.

8.5 If we become aware that any attendee is in breach of or contrary to clause 8.2, 8.3 or 8.4, we reserve the right to refuse to allow the attendee to participate in a Course. If we do not

allow an attendee to participate in a Course for the reasons set out in these clauses, no refund will be due in respect of that attendee's Course Fee.

8.6 If you feel that you have been unlawfully discriminated against at a VantagePoint Training event, please notify us as soon as possible. You may do this by notifying the Course instructor during the Course or by using our contact details as set out below. We will take your complaint seriously and will take measures to resolve it as soon as possible.

9. GENERAL

9.1 These Terms may only be modified, amended, or supplemented in writing signed by both parties.

9.2 You may not assign, transfer, or deal in any other manner with any of your rights and obligations under these Terms without our prior consent.

9.3 No failure or delay by either party to exercise any right or remedy under these Terms shall constitute a waiver of that or any other right or remedy, nor prevent the future exercise of any right or remedy.

9.4 If any of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of the Terms.

9.5 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties or constitute either party the agent of the other party.

9.6 No one other than a party to these Terms shall have any right to enforce any of them.

9.7 Any notice given by either party under these Terms shall in writing and may be delivered personally, sent by registered or recorded delivery post or internationally recognised overnight courier, or may be sent by email. Delivery shall be deemed to take place on signature of a delivery receipt (if delivered personally, by post or courier) or at 9am on the first business day after transmission (if sent by email).

9.8 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or contract formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

10. COMPLAINTS PROCEDURE

We are committed to providing high quality Courses to all attendees. If you have any concerns, queries or complaints in relation to a Course, please initially discuss these with the Course instructor. If you feel it is inappropriate to discuss the issue with your Course instructor or this



does not resolve the issue, please contact us using the contact details set out below. We aim to respond to and resolve issues as soon as possible.

VantagePoint Training customer contact

If you have any questions concerning these Terms, please contact our Customer Director, Helen Gallon.



+44 207 788 8209 (UK)

+1 917 672 0145 (US)



training@vantagepoint.consulting



VantagePoint, 6th Floor, 12 Moorgate, London, EC2R 6DA, United Kingdom

VantagePoint, 85 Broad St, New York, NY 10004, United States