

Standard Terms and Conditions for our Courses

These are set out below.

Confirmation of Attendance and Payment of Fees

- A place on a course will not be guaranteed, until fees are paid in full.
- You may not attend a course, without full payment of fees.
- Late payment of fees attracts an administrative surcharge of USD100 + VAT.
- Course fees are as per our website and are subject to change.

Refund Policy

- You have a right to cancel your registration for a course, and receive a full refund, within seven days of making your payment.
- We reserve the right to withhold some, or all the monies paid to us to cover reasonable expenses in the event of your cancellation. This does not affect your statutory rights.
- After the initial seven days, you may cancel your registration up to 42 days before the first day of the course, and obtain a full refund of fees paid, less an administration fee of USD150 + VAT.
- From 1 – 41 days before the first day of the course, cancellation fees will be charged according to expenses incurred. Your refund will be reduced to take account of charges for any costs associated for the first online module and an administration fee of USD150 + VAT.
- If you wish to withdraw from the course within 7 days of the start date, or after, the first day of the course, no refund is applicable.

Termination

We reserve the right to terminate the Contract immediately without liability if:

- You fail to complete the course within 12 months of the completion of the scheduled workshops or, where we have given our prior written consent, within 24 months of the completion of the scheduled workshops

Additional Fees

The cost of one referral is included in the fees. Should a portfolio be referred more than once, there will be an additional re-marking fee of USD350 + VAT.

Cancellation and Rescheduling of Courses

- If a course does not achieve minimum numbers, a course may be rescheduled or, if necessary, cancelled. In such cases, we will advise you as soon as practicable and offer alternative course dates where possible.
- Where a course is cancelled and not rescheduled, a full refund will be given to you. Our liability for losses you suffer as a result of us breaking the Contract, is strictly limited to the purchase price of the course.
- This does not include or limit in any way our liability for death or personal injury caused by our negligence.

Events outside our control

- 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).
- A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or **private** telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.

Transfer of Rights and Obligations

- The Contract between you and us is binding on you and us and on our respective successors and assigns.
- 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.
- 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.

Confidentiality

- Save as required by law or in respect of information which is already in the public domain through no breach by you of the provisions of this clause, you shall keep in strict confidence all technical and commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us (or our employees, agents, consultants or sub-contractors) and any other confidential information concerning our business or the course or course materials which you may obtain.
- You shall not use any such information for any purpose other than to attend, participate and, where capable, complete the course.

Intellectual Property Rights

- All intellectual property rights (including, without limitation, copyright, moral rights, design rights, trademarks and patents) and all other rights in the course content and course materials belong to us.
- We license to you all such rights on a non-exclusive basis for the purpose only of enabling you to attend, participate and, where you are able, to complete the course. You are also permitted to use small extracts of the course content and course materials for your personal use as a coach only. Reproduction or distribution of the course content and course materials is strictly prohibited.
- Use of our logo is strictly prohibited without our prior written consent.
- Audio and visual recordings of our course is strictly prohibited without our prior written consent.

- Occasionally we may film or record course trainers delivering the course during your attendance. You authorize us to use your image and voice in any such recordings without payment or need for further consent.
- You acknowledge that certain information contained in the course and course materials is already in the public domain.
- You are not permitted to sell or promote products or services of at The Diversitas Group events, without prior written permission.

Data Protection

- Personal data belongs to you but in order that we can carry out your work, we will need to ask you to provide us with some personal information. (A full copy of our Privacy Notice can be found on our website, but if you would like us to send you a copy, please let us know).
- We will only collect the minimum information we need to do your work.
- Under data protection legislation, you have several rights in relation to your data. These include the right to a copy of your personal data, the right to object to processing, rights to restrict processing and to request the erasure of your data.

Our right to vary these Terms and Conditions

- We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business.
- You will be subject to the terms and conditions in force at the time that you pay for a course. Unless we notify you of the change to these terms and conditions before you pay (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary prior to paying).

Law and jurisdiction

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 and all disputes and claims shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Waiver

- If we fail to insist upon strict performance to 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.
- A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 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.

Entire Agreement

- 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.
- 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.