

Terms and Conditions of Sale

These terms and conditions set out the basis on which Project Five Academy, a trading style of Project Five Consulting Ltd a company registered in England and Wales (Registration number 8857424) of 10a Sutton House, Capenhurst Technology Park, Chester, CH1 6EH ('we', 'us', 'our'), will supply Academy Services to you, our customer ('you' 'your').

Definitions

'Agreement' means these terms and conditions between us and you comprising these conditions and any other documentation (i.e. booking forms, email and registration papers) required in relation to the delivery of Academy Services.

'Academy Services' means the academy programme, course, workshop, webinar and/or other event provided by Project Five Academy under this agreement.

'Booking' means the request to confirm or agree to Academy Services, whether this is via email, website, phone or booking form. This request is made to us from the customer.

'Fee/s' means the monies due to us in respect of the booked Academy Services by you.

'Proposal' means the proposed Academy Services accompanying these terms and conditions.

'You/your' means a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.0 General

- 1.1 These Terms and Conditions constitute the entire 'agreement' and understanding between you and us (the 'parties') and supersede all prior agreements and understandings in respect of the Academy Services provided by Project Five Academy that is the subject of the application.
- 1.2 Both parties acknowledge that in entering into the agreement neither 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 agreement except as expressly stated in the agreement itself.
- 1.3 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 agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of agreement as provided in these terms and conditions.

2.0 Payment and Fees

- 2.1 The fees for the Academy Services which are subject to a booking or proposal shall be due upon booking and shall be paid at least 30 days before the Academy Service start date (unless otherwise agreed).
- 2.2 Fees include tutor support, access to core online learning materials, learner support, and certification costs for the specified period of study. They do not include additional recommend reading materials, assignment resubmission costs, travel or other expenses incurred as a result of study.

- 2.3 Any fees outlined in this agreement are exclusive of VAT which shall be payable by you. VAT is chargeable at 20%.
- 2.4 Should a booking be made 0-29 days prior to the Academy Service start date, payment should be made within this time frame, subject to our Terms and Conditions stated in our Cancellation Policy.
- 2.5 All bookings confirmed within 0-29 days of the start date of the Academy Service, shall be subject to these terms and conditions.
- 2.6 In the event you fail to make payment in accordance with this agreement, we may:
 - 2.6.1 Suspend the supply of the Academy Services until such time that full payment is received (unless otherwise agreed).
 - 2.6.2 Prohibit you from accessing the Academy Service.
 - 2.6.3 Delay the release of any certification or qualification.
 - 2.6.4 Seek legal advice to recover any debt. In the event of this action, all legal fees will be chargeable to you.

3.0 Cancellation Policy, Substitutions and Transfers

- 3.1 If you wish to cancel a booking of Academy Services, you must notify us in writing via email to academy@projectfiveconsulting.co.uk. Any cancellations made within 29 days of the Academy Service start date will be subject to the fees shown in section 4.0, our Refund Policy.
- 3.2 We reserve the right to cancel or reschedule any Academy Services at our absolute discretion, and in such cases we shall give as much notice as reasonably practicable. Should Project Five Academy cancel booked Academy Services, an alternative date will be offered or a full refund will be made.
- 3.3 We shall not be liable for any other costs or losses incurred by a cancellation.
- 3.4 Any bookings purchased at a discounted fee are also subject to all terms and conditions stated.
- 3.5 Bookings can be transferred to another academy programme advertised on the Project Five Academy website, subject to terms stated below:
 - 3.5.1 Written notification via email is made to academy@projectfiveconsulting.co.uk prior to the start date of the Academy Service. Transfers will not be accommodated once the Academy Service has started (the date of commencement).
 - 3.5.2 Transfers will only be confirmed once we have received payment of any additional fees due from you.
 - 3.5.3 The transferred booking is for an Academy Services due to start within 12 months of the original booking.
 - 3.5.4 If any transfer is subsequently cancelled or changed at any time, you are liable to pay the full amount. Only one transfer is permitted per booking.
- 3.6 You are entitled to substitute your booking with details of another person up to 10 days prior to the start date of the Academy Service, by notifying us in writing via email to academy@projectfiveconsulting.co.uk.
- 3.7 The substitution must meet any specific entry requirements that apply for the booked Academy Service.

4.0 Refund Policy

- 4.1 In the event of a cancellation by you, we shall reserve the right to apply the following refund policy as follows:

- 30 days or more before the commencement of Academy Services – no charges shall apply.
- 15-29 days before commencement of Academy Services – an admin fee of £75 is due.
- 14 days or less, before the date of the commencement of Academy Services – an admin fee of £150 is due.
- On or after the date of commencement of Academy Services, no refunds shall apply – 100% of fees are due.

4.2 Refunds shall be made within 30 days from receipt of the cancellation request.

5.0 Your obligations

- 5.1 You may not be able to undertake the booked Academy Services if you do not meet any programme entry requirements, this includes, but is not limited to, being proficient in English and having adequate ICT skills.
- 5.2 If you are undertaking an ILM qualification you must complete a registration form and provide proof of identification. Failure to do so may result in you not gaining the qualification under ILM policies.
- 5.3 On occasion, you may require your qualification assessment to be re-assessed. There is a fee for each re-assessment this is based upon the number of credits for each unit involved. These fees are set by ILM and are payable by you and must be made in full before the re-assessment.
- 5.4 You must complete all necessary paperwork correctly and follow all relevant policies and procedures outlined in the Academy Policy Handbook.

6.0 Data Protection

- 6.1 You shall ensure that you have in place all the necessary consents in connection with personal data to allow us to perform the Academy Services without infringing any third-party rights.
- 6.2 We commit to process personal data in accordance with the General Data Protection Regulations and our policies on data protection and privacy. A copy of which can be obtained via the Project Five Academy website or upon request.

7.0 Force Majeure

- 7.1 Should Academy Services have to be cancelled, due to unforeseen circumstances out of our control (including; fire, explosion, act of terrorism, substantial water damage, or any act/event beyond our control) or because of any industrial action or dispute involving Project Five Academy or the venue, or circumstances where speakers are not available for reasons beyond our control and substitutes cannot be found, Project Five Academy shall refund all fees but will not be liable for any losses whether indirect or direct to the you as a result of a cancellation of the Academy Service.

8.0 Image rights

- 8.1 Project Five Academy reserves the right to produce photographic and video images of you at any Academy Service. We reserve the right in full to use any images produced for marketing and advertisement purposes, without any further approval required.

9.0 Copyright

9.1 Project Five Academy retains its intellectual property rights in all of its materials, documents and/or software, none of which may be reproduced, modified, amended, stored in any retrieval system or transmitted, in any form or by any means, otherwise than for the purpose specified by Project Five Academy. The material described above remains with us and may not be used by you for training purposes. If we become aware of such use, then legal action may be taken to stop such activity and to seek compensation.

10.0 Liability

- 10.1 Except for death or personal injury caused by Project Five Academy's negligence, for fraudulent misrepresentation, or for any other liability which cannot be limited by law, the entire liability of Project Five Academy under or in connection with the agreement shall not exceed the amount which has been paid by you to us for the Academy Service.
- 10.2 Project Five Academy shall have no liability for delay or failure to perform any of its obligations arising from any event beyond its reasonable control nor shall Project Five Academy have any liability in any case for any loss of profits, loss of revenue, loss of goodwill or for any indirect or consequential losses.
- 10.3 You shall not do anything to bring Project Five Academy into disrepute and shall not use the names of, or suggest or imply an association with Project Five Academy or any other name, brand or mark used by Project Five Academy except where Project Five Academy has provided its prior written consent and in such instances only in accordance with the guidelines or requirements specified by Project Five Academy.
- 10.4 If any of these Terms and Conditions or any provisions of the agreement 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.
- 10.5 The agreement shall be governed by and construed in accordance with the English law and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

11.0 Effectiveness

- 11.1 This agreement shall be effective upon signature by you in our proposal or by making a booking of Academy Services from Project Five Academy.