# Polo & Tweed Online Training Agreement Terms & Conditions

We are: Lucy Challenger Limited CRN: 8730364 trading as Polo & Tweed of Green Park House, 15 Stratton Street, Mayfair, London, W1J 8 LQ, United Kingdom

Where to find us: our offices are at Green Park House, 15 Stratton Street, Mayfair, London, W1J 8LQ, United Kingdom. Our other contact details are:

Telephone: +44 (0) 203 858 0233 Email: info@poloandtweed.com

Who we are: We are a training company, specializing in specific areas of training.

## Activation:

Once you have purchased the training from us, and we have sent you the activation login, your training account will be considered ACTIVATED and training services will be deemed to have been provided.

### The training services we offer:

Online training via our e-learning platform.

#### The length you have access to your course:

You have four calendar months to complete the training with us. The length of time you have access to the course begins on the date we have sent you the login to your training course. At the end of the four months if you have not completed your training with us, we will, at our discretion appoint an additional time bonus for you to complete, or you will be required to purchase a new course. The course will be de-activated, and you would be required to buy the course again to complete the training any discount offered in this instance would be at the company's sole discretion.

## VAT:

Our prices are inclusive of VAT. As a UK training provider, all our online courses are subject to VAT, regardless of where the purchaser of the course is.

#### Payment terms:

We charge 100% of the course price to access the online course. We operate within the standard 14 day cooling off period, where if you change your mind and wish to have a refund, we can process this.

However, if you have AGREED to these T&C (by clicking I Agree at the bottom of this document), this will be deemed to you having accessed our training, and thus we will not offer any refunds, even if this falls within the 14 day cooling off period.

Once the training has been completed, we value and highly appreciate any detailed feedback you provide us (this may be performed by feedback forms, email, phone). We always strive for high satisfaction from our clients, however, should the training not be received as meeting your expectations we will look to find a satisfying resolution.

## **Certification:**

Should a participant not commence training due to sudden illness or fall ill during the training and miss any section or sections of the training, we reserve the right to withhold certification of the participant from the course.

Certification will be awarded once the individual course has been completed and assignments and test passed to the satisfaction of our grading member of staff.

No individual or entity may electronically record or broadcast any portion of the training. Students are permitted to take written notes for their own private use as they wish. For avoidance of doubt, the use of audio recording, picture recording, or any other electronic recording or broadcasting is strictly prohibited. Screenshots, screen grabs, screen recording or copying of any text is strictly prohibited. The videos should not be shared with another person and should only be for the person who bought the course. Should the company believe that any breach of the Intellectual Property rules above to be occurring they reserve the right to cease training, with no refund and no certification awarded.

Important note: the standard terms which follow are incorporated in this contract - please read them carefully. These include your statutory right of cancellation. If we provide training services to you before the 14 day cancellation period expires, training services are deemed provided by ACTIVATING the training by accepting this document, your full payment will be retained and we will not process any refunds.

## Standard terms

1 Acceptance and variation

1.1 By clicking on the button to accept, you are deemed to accept the terms of the contract even if you have not read them.

1.2 You cannot vary this contract except in writing agreed between us. Writing includes email and text messages and can not be retrospectively negotiated.

## 2 Payment

You agree to pay us in advance for the online training, and the training will not be provided until payment has been received in full.

#### 3 OUR STANDARD OF TRAINING

We agree to provide our training services with reasonable skill and care, consistent with best practice and standards for domestic staff, and in accordance with the terms of any promotional literature.

### 4. CONFIDENTIALITY AND DATA PROTECTION

If you give us personal data, you give us permission to store and process that data fairly for the purposes of this contract. Subject to that, we will keep your personal data confidential, and destroy it if you so request.

#### 5. MAILING LIST

You are not automatically opted into our mailing list. If you would like to receive updates and industry news you must opt in. You can unsubscribe at any point by simply clicking unsubscribe or emailing info@poloandtweed.com. We will never sell or pass your information onto a third party without your expressed permission or in line with data protection and legal guidelines of England and Wales.

#### 6. INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights, including copyright, to our training materials belongs to us. If we provide you with training, you have the personal right to use and keep our training materials. But you must not copy our training materials, or show them to or share them with anyone else.

## 7. EVENTS OUTSIDE OUR CONTROL

Polo & Tweed make no concessions for you not being able to access the online training due to your own computer/internet or hardware issues. No refunds will be processed should you determine, you cannot use the online platform due to your own accessibility issues.

### 8. ONLINE TRAINING ACCESS

We will give you access to the training course you have purchased, for you to complete the course on your own. You should not share your log in with anyone else, and only one certificate will be produced in your name.

Polo & Tweed reserves the right to remove or edit any part of the training as required by the company, and no refunds will be given once the course has been activated (by agreeing to these T&C)

### 9. SEVERABILITY

If a court decides that any part of these terms is void, voidable or unenforceable, the rest of these terms shall continue to be valid and enforceable. A court will, if possible, modify the offending term to the minimum extent necessary to make it valid.

### 10. Conflict of terms

If you are a business, our standard terms and conditions are to prevail over any you seek to impose.

### 11. Statutory rights

Nothing in this contract affects your statutory rights. You can find out more about these from your local Citizens Advice Bureau or Trading Standards Office, or their websites.

### 12. Interpretation and governing law

This is a plain English contract. Other than defined terms, words and expressions have their normal English meaning as they would be understood by a reasonable person in the context of this contract. This contract is governed by the laws of England and Wales and you agree to submit to the jurisdiction of the English courts.

## 13. COMPLAINTS

We hope you don't have cause to complain about the training we provide, but if you do you should please inform us as soon as possible. For our contact details please see "where to find us." We have a rigorous complaints procedure to ensure that your complaint is investigated quickly fairly and sympathetically. We will provide you with a written report of our findings. If we are at fault, we will so far as possible do what we can to put things right to your reasonable satisfaction.

#### 14. YOUR RELATIONSHIP WITH US

We treat all our students and those booking courses in a respectful and professional manner. In turn we expect the same from you. Any abusive, violent, threatening behavior or situations that falls outside of that which we normally consider reasonable, or which are outside of the English and Welsh laws, Polo & Tweed reserve the right to remove students or cease training should this be the case. Please note that our courses are an alcohol and drug free zone, students should not be under the influence of alcohol or drugs during our training.

#### 15. YOUR RIGHT TO CANCEL

## The general rule

Unless the exception below applies, you have the right to cancel your purchase within 14 days without specifying any reason. The cancellation period will expire 14 days after you make payment – that is, 14 days after you submit your order and payment details.

## The exception

Once you have confirmed your acceptance of this document by clicking YES below, your training account will be considered ACTIVATED and training services will be deemed to have been provided. If we provide training services

to you before the 14 day cancellation period expires, by ACTIVATING the training, your full payment will be retained and we will not process any refunds.

### What you must do if you want to cancel

To exercise the right to cancel, you must inform us in a clear statement which may be by way of a letter, email, telephone call or by physically visiting our office.

To meet the cancellation period deadline it is important that you send your communication concerning your wish to cancel before the cancellation period has expired.

#### Our fee for services during the cancellation period

If you cancel the engagement and have already activated the course - by accepting these terms and conditions you are deemed to have activated your training - there will be no refund due.

### Further information

Further details of your right to cancel are contained in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013