

CCMA Training - Terms and Conditions

CCMA Ventures Limited (“CCMA”, “we”, “our” and “us”) is a company registered in England and Wales. Our company registration number is 5799326 and our registered office is 2nd Floor, Regis House, 45 King William Street, London EC4R 9AN. Our VAT number is GB153131744.

Please read this document carefully that (together with any other documents referred to within them), sets out the terms and conditions (“Agreement”) of your participation in our training sessions.

1. Term

- 1.1. This Agreement shall commence on the date on which we first accept your application to attend a training session in accordance with Clause 3.1 and shall continue until the date on which the Training ends, unless the Training or your attendance at such, is cancelled or terminated in accordance with Clause 6 (“Cancellation”) or Clause 8 (“Termination”) respectively.

2. Training

- 2.1. The details of the Training, including the fees and description, shall be published on our [Website].
- 2.2. Training is provided either as:
 - 2.2.1. a mixed group of delegates from different companies (“Open Training”); or
 - 2.2.2. dedicated training specific to delegates from one company (“In-House Training”).
- 2.3. We shall use reasonable endeavours to supply the Training to your nominated attendees (“Delegates”) in accordance with the terms of this Agreement but reserve the right to change the course content or the venue of any Training course at our discretion on reasonable notice.
- 2.4. We shall use reasonable endeavours to meet any specified Training dates, but any such dates shall be anticipated dates only and may be subject to alteration.
- 2.5. In advance of digital training, both parties will make best endeavours to ensure that the agreed platform is accessible and capable of delivering/receiving the service to an acceptable standard.
- 2.6. Notwithstanding the above, CCMA reserves the right to cancel a Training session at any time, without incurring additional liability to the you or any Delegates. In such circumstances, we will offer (at our sole discretion) alternative dates, a full refund, or a credit note.

3. Application

- 3.1. Upon submitting a booking for a place or places on a Training session, whether online, in writing or by telephone, you will be given confirmation of our acceptance of your order (a 'booking confirmation') whether verbally, in writing or both.
- 3.2. The Training shall take place on the date and at the venue set out in the booking confirmation unless otherwise changed in accordance with Clause 2.
- 3.3. You acknowledge and agree that you have authority to bind any business on whose behalf you have purchased a place or places on a Training session.

4. Fees and Payment

- 4.1. You must purchase the Training by paying the fees set out on our [Website].
- 4.2. You shall pay any invoice submitted by CCMA within 14 calendar days of the date of the invoice, and in any event prior to the Training taking place, to a bank account provided on the invoice by CCMA, or in the case of online bookings, shall make payment as set out on our Website.
- 4.3. Failure by you to pay the fees when they fall due may (at CCMA's discretion) result in the:
 - 4.3.1. Your Delegates' place on the Training being withdrawn;
 - 4.3.2. CCMA ceasing to provide the Training; and/or
 - 4.3.3. CCMA withholding any certification due to the Delegates from the Training.
- 4.4. All sums payable to CCMA under this Agreement are exclusive of VAT, and you shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice and shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. Your Obligations

- 5.1. You agree:
 - 5.1.1. to co-operate with CCMA in all matters relating to the Training;
 - 5.1.2. provide the CCMA, its employees, agents, consultants and subcontractors, with any information which may reasonably be required by CCMA to organise the Training, including, but not limited to, details in respect of the Delegate(s) and ensure that such information is complete and accurate in all material respects; and
 - 5.1.3. where Training is being delivered at your premises, provide CCMA with:
 - (i) access, training space and any equipment necessary for the delivery of the Training; and
 - (ii) such facilities as are reasonably notified to you in advance.

5.2. It is your responsibility to ensure that all delegates booked for Training attend the Training. No refunds will be given for failure to attend.

6. Cancellations

6.1. Where you cancel your Training, the following cancellation fees shall apply:

6.1.1. Less than 7 days' notice for online Open Training courses: 100% of the fee

6.1.2. Less than 45 days' notice for In-House Training courses: 100% of the fee.

6.2. No cancellation fee will apply for any Training cancelled outside of the notice periods set out in 6.1 above provided that you reschedule the training within 3 months of the original training date for In-House Training or you confirm the delegate attends the next Open Training course.

7. Intellectual Property Rights

7.1. The intellectual property rights in the Training and in any text, images, video, audio or other multimedia content, software or other information or material used in the Training (Content) are owned by us and our licensors.

7.2. We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

8. Termination

8.1. We may terminate this Agreement immediately by giving you written notice if:

8.1.1. you are in breach of any of the terms of this Agreement and (if such breach is remediable) you fail to remedy the breach within 14 days of us requesting such remedy in writing; or

8.1.2. you are unable to pay your debts as they fall due, you propose (or enter into) any compromise with your creditors, any steps are taken for your winding up, on the appointment of an administrator, administrative receiver or receiver, or a creditor enforces any process against all or any part of your assets (or similar or equivalent circumstances arise in any other jurisdiction).

9. Consequences of Termination

9.1. Termination shall not prejudice any other rights or remedies you or us may be entitled to, nor will it affect the accrued rights and liabilities of either of us, nor the coming into

or continuance in force, of any provision of this Agreement which is intended (explicitly or implicitly) to come into or continue in force, on or after such expiry or termination.

9.2. Termination of this Agreement:

9.2.1. you shall pay any Fees due under this Agreement that have been invoiced up to (and including) the termination date but not paid for; and

9.2.2. each party shall promptly return to the other any property of the other within its possession or control.

10. Force Majeure

10.1. We shall not be liable to you for any delay or failure to perform hereunder due to a natural disaster, actions or decrees of governmental bodies, any curtailment to or cancellation of public transport, strikes or walkouts, communicable disease, epidemic, acts or threats of terrorism or civil unrest, or communications line failure which (a) hinders, delays or prevents us in performing any of our obligations, (b) is beyond our control of without our fault or negligence, and (c) by the exercise of reasonable diligence we are unable to prevent or provide against.

10.2. If the period of delay or non-performance continues for 30 or more calendar days, we may terminate this Agreement by giving you 7 Days written notice.

11. Liability

11.1. Except as expressly provided for in this Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

11.2. Subject to clause 11.3 and 11.4, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with any loss of profits, loss of business, wasted expenditure, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses.

11.3. Subject to clauses 11.2 and 11.4 our aggregate liability to you in respect of claims arising out of or in connection with this Agreement, including under any indemnity, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 100% of the total Fee paid by you for the Training session.

11.4. Nothing in this Agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

12. Data Protection

12.1. All processing of Personal Data in connection with this Agreement will be processed in line with Data Protection Legislation and in accordance with our [Privacy Policy] which is hereby incorporated into this Agreement.

12.2. Data Protection Legislation means the:

- 12.2.1. UK General Data Protection Regulation (as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018);
 - 12.2.2. Data Protection Act 2018;
 - 12.2.3. EU General Data Protection Regulation (EU 2016/679);
 - 12.2.4. any laws which implement or supplement any such laws; and
 - 12.2.5. any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.
- 12.3. Personal Data means as defined in the Data Protection Legislation, as amended from time to time.

13. Notices

- 13.1 All notices (including any invoices) under this Agreement shall be in writing and shall be sent to the address specified by the recipient.
- 13.2 Any notice may be delivered by email, or by post. The notice shall be deemed to have been given if sent by email on receipt of read return email, if sent by courier on delivery and if sent by post 2 Business Days after the notice was posted.

14. Force Majeure

- 14.1 We shall not be liable to you for any delay or failure to perform hereunder due to a natural disaster, actions or decrees of governmental bodies, any curtailment to or cancellation of public transport, strikes or walkouts, communicable disease, epidemic, acts or threats of terrorism or civil unrest, or communications line failure which (a) hinders, delays or prevents us in performing any of our obligations, (b) is beyond our control of without our fault or negligence, and (c) by the exercise of reasonable diligence we are unable to prevent or provide against ("**Force Majeure Event**"). If the period of delay or non-performance continues for 30 or more calendar days, subject to clause 6.4, we may terminate this Agreement by giving you 5 Business Days written notice.

15. General

- 15.1. No person other than the CCMA or you, shall have the right to enforce this Agreement.
- 15.2. This Agreement 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.
- 15.3. We may assign or transfer our rights and obligations under this Agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Agreement. You may only transfer your rights or your obligations under this Agreement to another person if we agree to this in writing.

- 15.4. We reserve the right to vary this Agreement from time to time. Our updated Agreement will be displayed on the Website and by continuing to use our Training services following such changes, you agree to be bound by any variation made by us. It is your responsibility to check this Agreement from time to time to verify such variations.
- 15.5. If any provision of this Agreement to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed to be deleted, and the remaining provisions of this Agreement shall not be affected. If any relevant provision would become valid, enforceable or legal if part of it were deleted, it shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 15.6. No failure or delay by us in exercising (or partial exercise of) any right or remedy available to us under this Agreement or at law shall constitute a waiver of that right or remedy or restrict its further exercise.
- 15.7. Nothing in this Agreement establishes any partnership or joint venture between the parties, constitutes either party the agent of another party, nor authorises either party to make or enter into any commitments on behalf of the other.
- 15.8. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.