

Terms and Conditions

Booking

Before booking the course/event, please ensure you have read the course content, to ensure the course will meet your training needs and that you are able to meet pre-requisites, where stated.

If a course registration/booking form is completed by an individual other than the named candidate, it is the responsibility of the employer to ensure the candidate is suitable for the course and has the relevant experience.

Upon receipt of your booking form, your dates/place(s) will be confirmed. All bookings made must be confirmed in writing within **48 hours** of tentative/provisional booking.

Important note: Business Derivatives Ltd acceptance of your booking brings into existence a legally binding contract between us on these terms and conditions. Any term sought to be imposed by you in any purchase order or correspondence will not form part of the contract.

Purchase Orders

Purchase orders may be accepted in lieu of payment at time of booking at Business Derivatives Ltd sole discretion.

Acceptance of purchase orders is subject to Business Derivatives Ltd prior approval for credit terms. Purchase orders shall not be accepted from any customer at any time during which the customer's account is placed on "stop" due to default.

Invoicing and payment

Course fees are payable upon booking unless a valid, authorised Purchase Order is provided and accepted.

Invoices will be sent via post or email to the name and address provided on the booking form and must be paid within 30 days of the invoice date or not later than 15 working days prior to the start of the course, whichever date occurs soonest (the "due date").

We reserve the right to claim statutory interest at 8% above the Bank of England base rate for late payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998."

Payment must be made in pounds Sterling by cheque, credit/debit card or BACS. If paying by credit card there is an additional charge of 2.5%. Business Derivatives Ltd bank details are:

Sort code: 09-06-66

Account: 43710878

Course attendance and certification

Candidates will receive joining instructions via email to the email address provided on the booking form.

It is the responsibility of the individual completing the course registration/booking form to ensure joining instructions are received by the candidate. Instructions will be sent via email to the email address provided on the booking form.

If the joining instructions are not received, it is the responsibility of the individual who completed the course registration/booking form to contact Business Derivatives Ltd to arrange for them to be reissued.

Failure to attend the course will result in the full cost being incurred.

Business Derivatives Ltd will send all correspondence primarily via email to the email address provided on the booking form. If alternative details are received after the booking form has been submitted, they will supersede the original details and all future correspondence will be sent to the new address.

Cancellations and Amendments

All requests for cancellations and/or transfers must be received in writing.

Changes will become effective on the date of written confirmation being received.

The appropriate **cancellation** charge will apply based on the cost of your booking, as shown below. *excluding extenuating circumstances which will be charged at Business Derivatives Ltd discretion.

In the event of an individual named on the booking form cannot attend, we will accept substitution of another delegate on the condition that written notification of the substitution has been received by us prior to the course date.

It may be necessary, for reasons beyond the control of Business Derivatives Ltd, to change the content and timing of the programme, the date, the venue or the tutor.

Open/Scheduled Courses

If the individual named on the booking form is unable to attend, and cannot or does not wish to transfer their place to another candidate, a percentage of the fee paid may be accepted as payment towards a place on the same or another course that takes place within 6 months following the originally booked event. The amount of the course fee transferred is displayed below.

The Client may substitute course participants by written notification to the Company provided that such substitute participants comply with all course requirements (including pre-requisites and pre-course reading) as notified by Business Derivatives Ltd to the Client, or as detailed in the course outline or Joining Instructions.

Date of Cancellation/Rescheduling	Cancellation Fee Payable	Rescheduling Fee Payable
11-15 clear Working Days prior to the start of the course	50%	25%
6-10 clear Working Days prior to the start of the course	75%	50%
Fewer than six (6) Working Days prior to the start of the course	100%	100%

Delegates are only permitted to one course transfer or substitution per booking. After this the full fee will be charged.

Business Derivatives Ltd reserves the right to cancel, curtail or re-schedule training courses or events, in which case it shall use reasonable endeavours to notify the Client. In the event of cancellation, Business Derivatives Ltd shall offer other dates to reschedule this training or refund the course fees which the Client has already paid in advance in relation to the cancelled course.

Business Derivatives Ltd shall not accept liability for any consequential loss and shall have no liability to reimburse any other costs that may have been incurred, including business interruption, loss of earnings, transport costs, accommodation etc.

Closed Company Courses

The Client may substitute course participants at any time – even on the day of training. It is the responsibility of the Client to match the delegates and evaluate their needs. Business Derivatives Ltd provide a free training needs analysis service to help with this.

Date of Cancellation/Rescheduling	Cancellation Fee Payable	Rescheduling Fee Payable
11-15 clear Working Days prior to the start of the course	50%	25%
6-10 clear Working Days prior to the start of the course	75%	50%
Fewer than six (6) Working Days prior to the start of the course	100%	100%

Companies are entitled to one change to the original dates. After this the full fee will be charged.

In the event of cancellation of the Course/Consultancy by Business Derivatives Ltd – It may be necessary, for reasons beyond the control of Business Derivatives Ltd, to change the dates and/or tutor. We will endeavour to let the Client know ASAP and shall offer other dates to reschedule this event or refund the course fees which the Client has already paid in advance in relation to the cancelled course.

Business Derivatives Ltd shall not accept liability for any consequential loss and shall have no liability to reimburse any other costs that may have been incurred, including business interruption, loss of earnings, transport costs, accommodation etc.

Course Materials

All rights reserved. No part of the training material (including the course manual, slides, exercises, case studies, handouts and / or any electronic data), provided by Business Derivatives Ltd or any third party, may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior permission in writing of the copyright owner. All materials used during the session is intended for the trainee only.

Expenses outside the UK

All costs of delivery are included in your daily rate unless discussed and agreed prior to delivery with Business Derivatives Ltd.

If Business Derivatives Ltd Trainers/Consultants need hotels and travel booked – these will be booked by Business Derivatives Ltd with the agreement of the client in writing. Expenses will be produced with valid receipts on a Business Derivatives Ltd invoice. The terms of payment for expenses are 5 days from receipt.

Course Provisions at Business Derivatives offices or Clients office

Accommodation and travel are the responsibility of the candidate attending the training event. Courses at Business Derivatives Ltd provide a buffet lunch on all full day courses unless otherwise stated. The cost is included in the price quoted. Any special dietary requirements need to be notified in writing to Business Derivatives Ltd in advance of the course commencing.

Force Majeure

Force majeure: Business Derivatives Ltd shall be entitled to delay or cancel delivery of Services, or to reduce the amount of Services delivered, if it is prevented from or hindered in or delayed in the provision of Services through any circumstances beyond its reasonable control including strike, lock-out, accident, war, government action, national emergency, act of terrorism, protest, riot, civil commotion, explosion, flood, epidemic, or fire. Business Derivatives Ltd shall not be liable for any delayed or non-performance of its obligations caused by circumstances beyond its reasonable control.