

## DevelopMe Training Ltd.

### Terms of Purchase for training courses

#### 1. INTRODUCTION

- 1.1 **What these terms cover.** These Term of Purchase (**'Terms'**) are the terms and conditions on which Developme Training Limited (**'we', 'us,' our'**) supply our training courses to you. The Terms apply whether you buy a course online via our site at [www.develome.training](http://www.develome.training) (e.g. one of our workshops), or offline (e.g. one of our fellowship or bootcamp courses).
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide training to you, how you and we may change the contract, what to do if there is a problem and other important information.

#### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Developme Training Limited a company registered in England and Wales. Our company registration number is 08862440, our VAT number is GB 263 3783 87 and our registered office is at Unit 1.8 Paintworks, Arnos Vale, Bristol, BS4 3EH.
- 2.2 **How to contact us.** You can contact us by writing to us at [hello@developme.training](mailto:hello@developme.training) or at Unit 1.8 Paintworks, Arnos Vale, Bristol, BS4 3EH.
- 2.3 **How we may contact you.** If we have to contact you, we will do so by by writing to you at the email address or postal address you last provided to us.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

#### 3. TERMS OF SALE FOR BUSINESS CUSTOMERS

- 3.1 **Business customers.** If you are a business booking a course for yourself, an employee or contractor, you confirm that you have authority to bind that business when making that booking.

#### 4. ELIGIBILITY TO ATTEND OUR COURSES

- 4.1 **Is there a minimum age?** All course participants must be 18 years of age or older.
- 4.2 **Are there any other eligibility criteria?** For some of our courses, we require that you satisfy certain criteria. Where this is the case, we will let you know on the relevant course pages either on our site or on Eventbrite (the site we use to facilitate bookings). In particular, if you wish to attend any of our Fellowship

or bootcamp courses, you may be asked to attend a workshop and/or complete an application form and/or attend an interview. This is to assess, from our perspective, your suitability for the course.

## 5. OUR COURSES

5.1 **Description of courses.** You can view the courses we offer at [www.developme.training](http://www.developme.training). Each description includes, a summary of the course content, how the course will be delivered, any prerequisites for the course and what you will need to do in advance of the course to prepare for it. It is your responsibility to check which course best suits your needs and what you need to prepare for and bring to the course, before you book a course. Please note we may change the course details from time to time, so please ensure you check them before making any purchase. If you are at all unsure as to whether the course is right for you, please contact us to discuss any queries you have.

## 6. PARTICIPATION ON COURSES

6.1 **Dates and Times.** Courses will take place at the venue and at the date and time detailed in relevant course pages. If these any of these are changed for any reason prior to the course start date, we will let you know, in an email sent to e-mail address we hold for you.

6.2 **Getting to the course.** It is your responsibility to organise any accommodation you might need and travel to the venue and to make sure you arrive with plenty of time. We cannot be held responsible for failure to arrive at the course and you will not be entitled to a refund or replacement.

6.3 **What to bring.** You will need to bring your confirmation email and a form of identification. Additional materials, you may need to bring, such as a computer that meets any particular specification, will be detailed in the course details page or, if materials are updated prior to the course start date, in an e-mail sent to the e-mail address we hold for you. We will not be held responsible for your failure to bring required materials. Any failure to bring these, will not entitle you to a refund or to attend a course at a later date.

6.4 **Transfer of course.** Except in limited circumstances set out in paragraph 12, you may not transfer or re-sell any course that you have booked with us. Unless we have agreed in advance of the course starting, we will not admit anyone other than yourself to attend the course in your place.

## 7. COURSE RULES

7.1 **Your obligations.** By placing an order for any of our courses, you agree:

- (a) to attend punctually to each session of training. We reserve the right to refuse entry to a course if you are late;
- (b) we may require you to leave any or all sessions in a course if in our reasonable opinion you behave in an unacceptable manner or are

under the influence of drugs or alcohol;

- (c) to bring any equipment and/or materials required in the course details page and/or in any separate e-mail we might send you;
- (d) to download and activate third party software in preparation for and during our courses. We will let you know what this is, in the course details page and/or in a separate e-mail prior to the course starting. It is your responsibility to ensure that this software is installed and working prior to the start of the course;
- (e) you will have to accept the terms of a licence agreement for that third party software or technology. You acknowledge that we have no responsibility or control over such third party materials;
- (f) to do any coursework we set for the Fellowship and bootcamp courses, including any tasks and/or challenges;
- (g) where that order is for a Fellowship or bootcamp course:
  - (i) that the course is full time and demanding and requires longer hours of attendance, than purely 9am to 5pm each day;
  - (ii) that it is your responsibility to keep up with course material. We will make all reasonable efforts to support your needs; and
  - (iii) that if you miss any teaching, you will need to catch up on that teaching in your own time. Again, we will make all reasonable efforts to support your needs.

7.2 **All in working order.** To minimise disruption and to ensure delivery of a good experience to our other course participants you acknowledge that we cannot help resolve either hardware or software issues with your own equipment.

7.3 **Safety and security.** Where the courses take place at our premises, or premises arranged by us:

- (a) you must ensure that you keep all of your belongings secure at all times. We do not accept any responsibility for damage to or loss of any of your possessions; and
- (b) you must comply with all health and safety rules at the premises at which the course is conducted.

7.4 **Right to exclude.** We reserve the right to refuse you attendance on any of our courses at any time and for any reason. If you are refused attendance, other than for a breach of these Terms of Purchase, you will be refunded the fees that you have paid to us for the relevant course.

## 8. COURSE MATERIALS

8.1 **How you can use course materials.** You might be asked to download or view course materials prepared by us, our course leaders or by third parties

prior to or during the course. You accept that each type of course material will have its own licence terms, under which you will be entitled to use such materials. You will be responsible for complying with the terms of those licences.

8.2 Although you are permitted to use those materials within our course, subject to paragraphs 8.1 and 8.3, we make no other promise about how you can use the course materials and you accept all responsibility for their use outside of the course.

8.3 **Our materials – Creative Commons.** We make some of the materials we have prepared and own ('Developme Materials'), available on the terms of a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International license (CC BY-NC-SA). Where this is the case, they will be identified by this logo:



To understand how you can use the materials identified with this logo, please read the [CC license](#).

8.4 **Our materials – standard licence terms.** In all other cases, where Developme Materials are not identified with a CC logo and do not have their own licensing terms made available with them, then you are permitted to use those materials for your own personal study only and for the purpose of training individuals within your business only ***provided that in each case:***

- only non commercial use is made of such Developme Materials;
- you do not re-sell the Developme Materials or distribute or make them available outside of your business;
- all copyright and other intellectual property notices that appear on such Developme Materials are kept intact and visible and are not removed, obscured or otherwise altered; and
- such Developme Materials are not used in any way that is likely to reflect negatively on us.

8.5 Where you are a business, you will make any of the individuals to whom you make the Developme Materials available in accordance with paragraph 8.3, aware of the rights and restrictions governing use of the Developme Materials and will be responsible for ensuring compliance with them.

## 9. PRICE AND PAYMENT

9.1 **Where to find the price for the course.** The price of the course (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the course noted there is correct. However please see paragraph 9.2 for what happens if we discover an error in the price of the product you order.

- 9.2 **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the courses may be incorrectly priced. We will normally check prices before accepting your order so that, where the course's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the course's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.
- 9.3 **How you must pay.** If you are booking online, our payment facilitator, Eventbrite accepts payment with a number of debit and credit cards. Please note that if you choose to pay for a workshop course on the Eventbrite site then you will be accepting their terms and conditions (which you can read [on their site](#)) when you use their site to make payment. Otherwise, if you are paying on receipt of an invoice from us, you make payment by transferring funds to our account.
- 9.4 **When you must pay.** For workshops, payment must be made in full at the time of booking. For a Fellowship or bootcamp course, you must pay a non-refundable deposit of £500, at the time of booking. We will invoice you for the balance of the price of the course and you must pay all remaining fees invoiced within 3 weeks before the course start date, else we reserve the right to re-advertise the space.
- 9.5 **What to do if you think an invoice is wrong.** If you think an invoice we submit to you for a course is wrong, please contact us promptly to let us know.

## 10. OUR CONTRACT WITH YOU

- 10.1 **How we will accept your order.** How your order is accepted, depends on which course you are booking;
- (a) if you book one of our one day workshops, your order is an offer to buy from us. After selecting the course you wish to buy and paying in full via Eventbrite or on receipt of our invoice, you will receive a receipt for your payment from Eventbrite and an e-mail from us, confirming your place on the course, shortly after we receive payment from you. It is at the point that you receive that e-mail confirmation from us, that a contract will come into existence between you and us.
  - (b) if you book one of our Fellowship or bootcamp courses, our offer letter to you is an offer to attend the course. The contract between you and us will come into existence, at the point you pay the £500 deposit.
- 10.2 **If we cannot accept your order.** We may decline your order for any reason in which case you will receive an e-mail from us telling you so. If the reason for declining your order is because we cannot obtain payment, then we may

invite you to pay by another method.

## 11. OUR RIGHT TO CANCEL & MAKE CHANGES

- 11.1 **Cancelling, rescheduling and changing.** Although it is rare for us to do so, we may cancel or reschedule a course at any time. We may also change the location of course or substitute the teacher(s) for a course for another, at any time. If we do cancel, reschedule or make any changes as described in this paragraph, we will notify you by telephone or by email and will endeavour to do so as soon as possible after making those changes.
- 11.2 **Your remedy.** If you are unable to attend the course due to a change in date or location, you will be entitled to a full refund or offered a replacement course at a suitable time and venue (subject to availability). If we cancel, we will also offer you a discount of 10% off a future course of similar cost for the inconvenience and as a show of goodwill. It will be in our discretion (acting reasonably) whether an alternative course is of similar cost.
- 11.3 **What we are not responsible for.** We will not reimburse you for any other costs you may have incurred, e.g. travel, equipment hire or accommodation costs relating to a cancelled or rescheduled course.

## 12. YOUR RIGHTS TO CANCEL AND MAKE CHANGES

- 12.1 **Change of participant.** If you wish to change the name of the person attending the course you may do so at any time provided you notify us by email to [hello@developme.training](mailto:hello@developme.training), no later than 2 working days prior to the start of the course.
- 12.2 **Legal right of consumer to cancel.** If you are a consumer, you have a legal right to cancel a workshop course only. In all other cases, (unless we are at fault), including a bootcamp or Fellowship course, or if you are a business, you do not have the right to cancel a course.
- 12.3 **Cancellation period.** Subject to paragraphs 12.5, you can cancel a workshop course if you are a consumer, at any time within 14 days of the day you receive an e-mail from us confirming your place on the course (the '**Cooling Off Period**'). You will receive a full refund of any payments you have made.
- 12.4 **Requesting to book a course before the Cooling Off Period expires.** If you are a consumer and choose to book a workshop course that is due to commence within the Cooling Off Period, then by entering into the contract with us for that course, you are consenting to us providing you with the course before the Cooling Off Period expires.
- 12.5 **If your course starts within the Cooling Off Period.** If you are a consumer and choose a workshop course that is due to commence within the Cooling Off Period and then wish to cancel after your course has started, you will have to pay for any part of your course that has taken place before you give notice of cancellation. This amount will be calculated on a pro rata basis. However, once we have completed the course, you cannot change your mind

and cancel, even if the Cooling Off Period is still running.

- 12.6 **How to cancel.** If you are a consumer and wish to cancel a workshop course within the Cooling Off Period please inform us by email to [hello@developme.training](mailto:hello@developme.training). You may wish to use the cancellation form provided with the acknowledgement email if you wish, but you are not obliged to do so. We will acknowledge receipt of your e-mail.
- 12.7 **How we will refund you.** We will refund you the price you paid for the course, by the method you used for payment. However, we may make deductions from the price, as described in paragraph 12.5 above.
- 12.8 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made within 14 days of your telling us you have changed your mind.

### 13. IF THERE IS A PROBLEM WITH THE COURSE

- 13.1 **How to tell us about problems.** If you have any questions or complaints about a course, please contact us. You can contact our customer service team by writing to us at [hello@developme.training](mailto:hello@developme.training). Alternatively, please speak to one of our staff on the course.

### 14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 14.1 **Legal rights of a consumer.** If you are a consumer, you have legal rights in relation to the course you have booked, if it is not as described. You can obtain advice about your legal rights from your local Citizens Advice Bureau. Nothing in these Terms will affect or reduce those legal rights.
- 14.2 **Our responsibility for losses if you are a consumer.** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Losses are foreseeable where they were contemplated by you and us at the time the contract was put in place.
- 14.3 **Our responsibility for losses if you are a business.** If we fail to comply with these Terms, our total liability to you under our contract with you will be limited to the total amount of fees that we have received from you in respect of the contract between us for the course you have booked.
- 14.4 **In all cases whether you are a consumer or a business, we do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

14.5 **Losses that are not foreseeable.** Subject to paragraph 14.2, in all cases (again whether you are a consumer or business) we will not be responsible or liable:

- (a) for any losses related to lost data, damage to your property, profits, revenue, opportunity, goodwill, reputation; or
- (b) if we are prevented or delayed from complying with our obligations under these Terms by anything you (or anyone acting on your behalf) does or fails to do or due to events or circumstances beyond our reasonable control. In such circumstances including, but not limited to, fire, flood and other acts of God, strikes, trade disputes, lock outs, restrictions of imports or exports, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war, our inability or delay in performing our obligations will not be deemed to be us breaking our contract with you.

## 15. **OTHER IMPORTANT TERMS**

15.1 **Publicity.** We may take visual and/or audio recordings of course participants during the course and use these for promotional, management or educational purposes. If you do not consent to this, you must notify us in writing before the start of your course. We may also ask you to rate the course you attended on third party sites. If you post any testimonial and/or rating, you agree that we may also use that information for our promotional, management or educational purposes, including on our site.

15.2 **We may transfer our contract with you to someone else.** We may transfer our rights and obligations under these terms 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 the contract with you.

15.3 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.4 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking of our contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the course, we can still require you to make the payment at a later



date.

- 15.7 **Entire contract.** These Terms represent the entire terms agreed between you and us in relation to the course you have booked and supersede all previous contracts or arrangements between you and us relating to the course, whether written or oral.
- 15.8 **Which laws apply to this contract and where you may bring legal proceedings.** Our contract with you is governed by English law and you can bring legal proceedings in respect of the contract, in the English courts.
- 15.9 **Mediation.** If a dispute arises out of or in connection with our contract with you, we both may choose to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If either you or we refuse to initiate the procedure within 14 days of the dispute having arisen or if we fail to agree terms of settlement within 30 days of the initiation of the procedure, either of us can choose to resolve the matter through the courts in accordance with paragraph 15.8. The initiation of the procedure is defined as the request to CEDR by both parties for an alternative dispute resolution procedure.

## Model Cancellation Form

*(Complete and return this form only if you are a consumer wishing to withdraw from a contract to attend a workshop course)*

To Developme Training Limited, of Unit 1.8 Paintworks, Arnos Vale, Bristol, BS4 3EH. E-mail address: [hello@developme.training](mailto:hello@developme.training)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate