

ScJ Training - Terms and Conditions

1. These terms and conditions are between ScJ Training ("ScJT") and the Customer. They replace any previous terms and conditions of ScJT and are the complete and only terms and conditions between the parties. All dealings between ScJT and the Customer shall be governed by these terms and conditions which shall prevail over any others.
2. These terms and conditions and any contract formed pursuant to them may be varied provided any variation is confirmed in writing by an authorised representative of ScJT.
3. A binding contract will be formed when ScJT notifies its acceptance of a Customer's order for goods or services (the "Contract"). An invoice may be dispatched or emailed prior to delivery of the goods or performance of the services and shall be payable on whichever date is sooner, within 30 days of the date of the invoice, or 14 days prior to the commencement of the earliest course. If the booking is made less than 14 days prior to the commencement of a training course, payment is due before the course commences.
4. Subject to compliance with paragraph 5, if the Customer is dealing as a consumer then they may cancel the Contract in accordance with the Consumer Protection (Distance Selling) Regulations 2000 up to the end of the 7th working day from the date of receipt of the goods or the booking of a course (the "Cancellation Date"). If the course is due to start within 7 working days of the booking, cancellation must be received by ScJT prior to the commencement date of the course. The Customer must notify ScJT in writing on or before the Cancellation Date by letter or e-mail and (in the case of goods) comply with the returns policy set out at paragraph 5. This does not affect your statutory rights.
5. To return goods the Customer must have a goods return number ("GRN"). A GRN can be obtained by telephoning ScJT and providing the invoice number. A GRN will then be provided, together with instructions for returning the goods. ScJT will not accept returns without a valid GRN. All returned items must be in their original packaging, unopened and unused and returned within 14 days of the date of issue of the GRN. The Customer must pay for the costs of return unless the goods are faulty, damaged or incorrectly supplied and will be liable for them until they reach ScJT. On receipt of the returned goods, ScJT will credit the Customer's account with any sum debited as soon as possible.
6. In the case of the provision of a training course by ScJT, certification to prove completion of the course may be withheld by ScJT until payment is made. No refund shall be given and the full course fee shall remain payable should a delegate fail any course provided by ScJT and ScJT make no guarantee as to a delegate successfully passing any course. If a delegate does not attend the full course, the course fee shall remain payable and no refund shall be given. It is the Customer's responsibility to ensure that a delegate is booked on and attends the correct course. If a delegate attends a course and payment has not yet been made, the Customer accepts that payment is overdue.
7. Subject to paragraph 4, if the Customer wishes to cancel a booking, the Customer must notify ScJT in writing by registered letter or e-mail ("Notice of Cancellation"). For the avoidance of doubt, Notice of Cancellation will not be accepted by telephone. If ScJT receives a Notice of Cancellation more than 10 working days prior to the commencement of the course a full refund of any course fees paid shall be given (with no cancellation penalty due). If ScJT receives a Notice of Cancellation less than 10 working days prior to the commencement of the course the full course fee shall remain payable and no refund shall be given.
8. ScJT is not registered for Value Added Tax and unless specified, Value Added Tax will not be added to any price.

9. Interest on overdue invoices may be charged (at the discretion of ScJT) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 until the date of payment and the Customer agrees to pay any reasonable expenses (not limited to expenses fixed by Court) incurred by ScJT in pursuing any outstanding debt or debts due from the Customer.

10. Title to the goods shall pass when payment is made in full. For the purposes of payment of ScJT's invoice only, time is of the essence. Until payment is made in full the Customer shall allow ScJT or its agents to enter its premises during business hours to inspect any goods which have not been paid for in full and remove them. The Customer shall not sell, give, pledge, lend, charge or otherwise dispose of the goods before title has passed without the written agreement of ScJT.

11. Risk of loss shall pass on delivery and all delivery times are estimates only.

12. It is the Customer's responsibility to inspect any goods on delivery. Any visible defects in the goods must be notified to ScJT within 7 days of delivery during which time ScJT shall repair or replace such goods free of charge. After this time any goods with visible defects may be replaced at the Customer's expense.

13. Nothing in these terms shall operate to exclude or limit ScJT's liability for death or personal injury caused by its negligence, any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 or fraud.

14. ScJT shall not be liable to the Customer whether in contract, tort (including negligence) or otherwise for any loss of profit; anticipated profits; revenues; anticipated savings; goodwill or business opportunity; or for any indirect or consequential loss or damage whatsoever or for any failure to comply with its obligations due to an event beyond ScJT's reasonable control. ScJT's aggregate liability to the Customer whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the total sum paid or payable by the Customer to ScJT under the Contract.

15. ScJT shall not be liable for mistreatment of any person or property arising out of the Customer's failure to follow the guidelines set out by ScJT in its publications or courses.

16. ScJT reserve the right to cancel and/or amend course dates, times, contents and venues. Every effort will be made to give the Customer as much notice as possible and offer a reasonable alternative. If these are not satisfactory, ScJT shall refund in full the price of the course. No further compensation will be given.

17. The Customer shall indemnify ScJT for any loss or expenses caused as a result of providing inaccurate information to ScJT, mistakes contained within the Customer's order, changes to the Contract requested by the Customer or personal injury or death caused by the Customer not following ScJT's guidelines correctly.

18. If the Customer becomes bankrupt or enters into liquidation, administration or administrative receivership or has a receiver of any of its assets appointed (or ceases or threatens to cease carrying on business) ScJT shall be entitled to cancel any outstanding Contract(s) without liability to the Customer and any sums outstanding shall become immediately due and payable.

19. If the parties are unable to resolve any dispute arising between them, either party may initiate an alternative dispute resolution procedure with the assistance of a mediator agreed by the parties or, in default of such agreement, appointed at the request of either party by the Centre for Dispute Resolution or such other similar body as is agreed.

20. Any written notice given under these terms and conditions shall be served either by registered post or by receipted email to the relevant party's registered/principal office or last known address.

21. No other person or body who is not a party to the Contract has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

22. These terms and conditions shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.