



LearningCog

TRAINING AND DEVELOPMENT

Our Terms and Conditions

1. These terms

1. **What these terms cover.** These are the terms and conditions on which we supply and deliver training and development to you, whether these are attendance services or digital content (Services).
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 services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss further.

2. Information about us and how to contact us

1. **Who we are.** We are LearningCog Limited a company registered in England and Wales. Our company registration number is 07492167 and our registered office is at Gemini House 136-140, Old Shoreham Road, Hove, United Kingdom, BN3 7BD. Our registered VAT number is 106 1977 19.
2. **How to contact us.** You can contact us by telephoning our customer service team at +44 (0) 845 217 9696 or by writing to us at info@learningcog.com
3. **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

1. **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
2. **How you accept an order.** Your acceptance of work we are doing with you will take place by written confirmation, at this point a contract will come into existence between us and you.
3. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Services or because we are unable to meet a delivery deadline you have specified.

4. Your rights to make changes

If you wish to make a change to the Services you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of



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the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 – Your rights to end the contract).

5. Our rights to make changes

1. **Minor changes to the Services.** We may change the Services:
 1. to reflect changes in relevant laws and regulatory requirements; and
 2. to implement minor technical adjustments and improvements, for example to address a security threat.
2. **More significant changes to the Services and these terms.** In addition, as we informed you in the description of the Services on our website, we may make the following changes to these terms or the Services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Services paid for but not received:
 1. Service content;
 2. Service delivery venue;
 3. Service date; and
 4. Service duration.
 5. Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

6. Providing the Services

1. **Costs.** The costs of Services will be as displayed to you on our website and/or by written agreement in any quotation sent to you.
2. **When we will provide the Services.**
3. **If the products are one-off Services.** Such as face to face delivery of training and development and Virtual delivery of training and development as well as consultancy services. We will begin the services on the date set out in the order on the date agreed with you during the order process. The completion date for the Services is as told to you during the order process.
4. **If the product is a one-off purchase of digital content.** We will make the digital content available for download by you as soon as we accept your order.
5. **If the products are ongoing services or a subscription to receive goods or digital content.** We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 9.
6. **We are not responsible for delays outside our control.** If our supply of the Services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.



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7. If you do not allow us access to provide Services. If we have agreed to provide Services at your property and you do not allow us access to your property to perform the Services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result.
8. What will happen if you do not give required information to us. We may need certain information from you so that we can supply the Services to you, for example, the names and/or existing qualifications of the participants. If so, this will have been stated in the description of the Services on our website or in our quote and communication with you. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

7. Reasons we may suspend the supply of Services to you.

We may have to suspend the supply of a Service to:

1. deal with technical problems or make minor technical changes;
2. update the Services to reflect changes in relevant laws and regulatory requirements;
3. make changes to the Services as requested by you or notified by us to you (see clause 5).
4. Your rights if we postpone the supply of Services. We will contact you in advance to tell you we will be postponing Services, unless the problem is urgent or an emergency. You may contact us to end the contract for a service if we postpone it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the service in respect of the period after you end the contract.
5. We may also suspend supply of the Services if you do not pay. If you do not pay us for the Services when you are supposed to (see clause 4) and you still do not make payment within 10 days of us reminding you that payment is due or forty-eight hours before the services are due to start, whichever is earliest, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending services. We will not suspend the services where you dispute the unpaid invoice. We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments.

8. Your rights to end the contract

1. You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
2. If what you have bought is mis-described, you may have a legal right to end the contract (or a service re-performed or to get some or all of your money back);
3. If you want to end the contract because of something we have done or have told you we are going to do;
4. If you have just changed your mind about the Services, see clause 3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
5. In all other cases (if we are not at fault and there is no right to change your mind), see clause



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9. Ending the contract because of something we have done or are going to do.

If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided. The reasons are:

1. we have told you about an upcoming material change to the service or these terms which you do not agree to (see clause 2);
2. we have told you about a material error in the price or description of the service you have ordered and you do not wish to proceed;
3. there is a risk that supply of the services may be significantly delayed because of events outside our control;
4. we have postponed the services for technical reasons, or notify you we are going to postpone them for technical reasons, in each case for a period of more than 30 days; or
5. you have a legal right to end the contract because of something we have done wrong.

10. Exercising your right to change your mind

(Consumer Contracts Regulations 2013).

For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

11. Our goodwill guarantee.

Please note, these terms reflect the goodwill guarantee offered by LearningCog Ltd. This goodwill guarantee does not affect your legal rights in relation to mis-described services (see clause 2):

12. When you don't have the right to change your mind.

You do not have a right to change your mind in respect of:

1. digital products after you have started to download or stream these; and
2. services, once these have been completed, even if the cancellation period is still running;

13. How long do I have to change my mind?

How long you have depends on what you have ordered and how it is delivered.

1. If you bought services. You have 14 days after the day we email you to confirm we accept your order, or you can cancel anytime up to 30 days before the services are due to start and receive a full refund or no charge cancellation if you have not yet paid. If you let us know you want to cancel the services within 30 days and before 14 days' notice before the services are due to start, you will be entitled to a 50% refund of the full fee or, if you have not yet paid will be liable to pay 50% of the full fee. Subject to any right you may have under law, if you cancel the services with less than 14 days' notice before the services commence you will still have to pay the full fee and you will not be entitled to a refund.

2. If you bought digital content for download or streaming. You have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming.



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If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

14. How long do I have to change commencement of services?

How long you have depends on what you have ordered and how it is delivered. If you find it necessary to postpone booked date, you agree to compensate the company for the loss of profits and wasted expenses caused by the postponement on the basis that the following figures form a genuine pre-estimate of loss.

1. **Postponement.** Any request for postponement of dates more than 30 days prior to the agreed service dates will be subject to negotiation of date(s) but will not incur further fees. Any request for postponement of dates less than 30 days prior to the scheduled agreed dates will be subject to negotiation of date(s) and will incur a £250 additional fee.
2. **Postponement at time of delivery of services.** Should you need to postpone within a 24 hour period of the delivery of services you will be responsible for 50% of the agreed fee along with any expenses incurred at that point.
3. **Cancellation after postponement.** Any cancellation of services after an original postponement request will be subject to cancellation terms and conditions (see clause 13). This cancellation will be subject to originally booked dates and not agreed postponed dates.

15. Ending the contract where we are not at fault and there is no right to change your mind.

Even if we are not at fault and you do not have a right to change your mind (see clause 1), you can still end the contract before it is completed. A contract for digital content is completed when the service is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until 1 calendar month after the day on which you contact us. We will refund any advance payment you have made for services which will not be provided to you. For example, if you tell us you want to end the contract on 4 February, we will continue to supply the product until 3 March. We will only charge you for supplying the product up to 3 March and will refund any sums you have paid in advance for the supply of the product after 3 March.

16. How to end the contract with us (including if you have changed your mind)

Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

1. **Email.** Email us on info@learningcog.com. Please provide your name, address, details of the order and, where available, your phone number and email address.
2. **By post.** Simply write to us at Mocatta House, Trafalgar Place, Brighton, BN1 4DU including details of what you bought, when you ordered or received it and your name and address.

17. How we will refund you.

We will refund you by the method you used for payment. However, we may make deductions from the price, as described below.



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18. Deductions from refunds if you are exercising your right to change your mind.

If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied plus any expenses we may have reasonably incurred before you told us you wish to cancel, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

19. When your refund will be made.

If you are exercising your right to change your mind then subject to any other requirement in this contract, your refund will be made within 14 days of your telling us you have changed your mind.

20. Our rights to end the contract.

We may end the contract if you break it. We may end the contract for a service at any time by writing to you if:

1. you do not make any payment to us when it is due, and you still do not make payment within 14 days of us reminding you that payment is due;
2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services;
3. you do not, within a reasonable time, allow us to provide the services to you; or
4. you do not, within a reasonable time, allow us access to your premises to supply the services.
5. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 1, we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

21. We may withdraw the service.

We may write to you to let you know that we are going to stop providing the service. We will let you know at least 48 hours in advance and will refund any sums you have paid in advance for services which will not be provided.

22. If there is a problem with the service.

How to tell us about problems. If you have any questions or complaints about the service, please contact us on (0) 845 217 9696 or info@learningcog.com.

23. Summary of your legal rights.

We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights



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This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

1. If your product is digital content, for example, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:
2. If your digital content is faulty, you're entitled to a repair or a replacement.
3. If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back. A reasonable time to fix a fault in digital services is 72 hours.
4. If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation
5. If your product is services, for example, the Consumer Rights Act 2015 says:
6. You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
7. If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
8. If you haven't agreed a time beforehand, it must be carried out within a reasonable time.
9. See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

24. Price and payment

1. Where to find the price for the product. The price of the product (subject to VAT) will be the price indicated on the pricing pages, or in a quote, when you placed your order. Or, will be the price agreed in written form. We use our best efforts to ensure that the price of the service advised to you is correct. However please see clause 3 for what happens if we discover an error in the price of the product you order.
2. All prices are subject to VAT. If the rate of VAT changes between your order date and the date we supply the service, no extra cost will be incurred.
3. What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service'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 product'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.
4. You can pay by bank transfer with the details from invoices sent. When you must pay depends on what product you are buying:
5. For digital content, you must pay for the products before you download them.
6. For services, you must make payment of 100% of the price of the services, before we start providing them unless we have agreed otherwise with you. If we agree to invoice you for the balance of the price of the services when we have completed them then our payment terms are 14 days from date of invoice, unless otherwise agreed in writing.
7. We can charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate from time to time. This interest shall accrue on a daily basis from the due date



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until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8. What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us within five working days to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

25. Our responsibility for loss or damage suffered by you

1. We are responsible to you for foreseeable loss and damage caused by us. 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. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
2. 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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services [as summarised at clause 2.
3. When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
4. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
5. We are not liable for business losses. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
6. How we may use your personal information. We will only use your personal information as set out in our Privacy Policy.

26. Other important terms

1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within 10 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.
2. 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.
3. 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. Neither of us will need to get the



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agreement of any other person in order to end the contract or make any changes to these terms.

4. 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.
5. 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 this 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 products, we can still require you to make the payment at a later date.