

TERMS AND CONDITIONS

General Terms

1. By becoming a client of Strive Training you enter into a contract by which you:

1.1. Confirm that you are willing to participate fully in the course.1.2 Agree to pay the relevant fees.1.3 Agree not to plagiarise the work of others or in any way try to pass yourself off as competent by means of deception.1.4 Agree to take full responsibility for your actions and opinions.1.5 Confirm that you have, or are willing to secure access to, relevant materials where the course necessitates this.

2. We reserve the right to refuse clients for any reason.

3. Face-to-face courses and online courses normally run with a suitable minimum of participants. Should a course be cancelled because of shortage of participants you will be offered a place on an alternative course or a full refund of fees paid.

4. All courses must be completed within the confirmed completion date of your course start unless otherwise stated.

5. Extension beyond the stated limits is at the discretion of Strive Training.

6. Enrolments on any accredited programme are also subject to regulations determined by the validating organisation and will include but are not limited to procedures for admissions and deferrals.

9. You must accept the End User Licence Agreement (EULA) – which forms part of these terms (see below) – on first use of any online facility.

Application of these Terms

10. Payment of the requisite fee (as detailed below) is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.

11. We intend to rely upon these Terms and any document expressly referred to in them in relation to the Contract between you and us. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms to be confirmed in writing.

12. We have the right to revise and amend these Terms from time to time. You will be subject to our Terms (including policies and procedures) in force at the time that you enrol on a course with us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case the same will apply to courses you have enrolled on or started.

13. If you do not provide us with the requisite information, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may make an additional administration charge of a reasonable sum to cover any extra work that is required or choose to cancel this contract.

Application, Enrolment and Payment

14. Booking implies a commitment to pay the published fees, subject to your eligibility for the course booked.
15. Deposits, where payable are non-refundable. However, if you exercise your legal right to cancel under the Consumer Contracts Regulations, you will receive a full refund of the price you paid when booking and any applicable delivery charges you paid for.
16. If your course requires you to have a particular qualification, you must confirm that you hold that qualification when enrolling.
17. The balance of course fees (i.e. the total fee(s) less any deposit previously paid) is due no later than 30 days before the course starts or immediately if the course is due to start less than 30 days after booking.
18. All course bookings are subject to availability. We reserve the right to keep a modular booking on hold until the start date of the relevant module.
19. Courses will be deemed to have started as soon as your login has been issued, your course materials have been received (if applicable), or you have attended your first event.
20. Bookings made requesting accreditation of prior learning are accepted as provisional and are subject to checking of the value of credits for transfer. Once accreditation of prior learning has been granted all terms and conditions shall apply. Where an application for accreditation of prior learning is not granted the option to withdraw will be allowed without payment of fees as long as you have not provided false or misleading information; otherwise administrative charges will be made. Our decision on this matter will be final.
21. If you are unavailable when course materials are delivered to the address provided by you and they are not collected from the local depot an additional distribution fee may be charged if we are required to take receipt of, collect and/ or redeliver the materials.
22. Our stated course fees include any delivery charges we incur to send course materials to a UK mainland address other than as stated in these Terms. Please note if your course materials have to be delivered to a non UK address, you accept liability for the delivery charge we will incur.
23. Clients are liable for any bank charges incurred in payment of fees.
24. Unless stated otherwise fees levied by professional organisations for registration are payable by the client.
25. International students might be required to demonstrate equivalence of existing qualifications and if so an additional fee will be payable.
26. We reserve the right to change payment of the enrolment fees without notice. This will not affect those who have already booked on the course at an agreed rate.
27. You are expected to complete the course within the time limit which will be made clear at the start of the course. Some courses allow for this time to be extended. You may be charged a fee in these instances to cover additional costs. Specific fees will vary by course and will be communicated with you at the time.
28. In the unlikely event that your submission fails, then you will be charged a fee to cover the costs incurred by the programme team and ops team, as well as the additional costs for the marking of your resubmission.

Late Payments

29. Where payments are made by agreed instalments and those instalments have not been paid on the due date, we reserve the right to withhold the release of examination results and/or delay the marking of course work until outstanding sums are paid. We reserve the right to suspend access to online accounts and/or treat the course as being cancelled and offer the place to another student. No refund of any course fees paid by you will be made. We also reserve the right to charge interest on late payments at a rate of 4% above the base rate from time to time of HSBC Bank (or other UK clearing bank) as may be notified to you accruing on a daily basis until payment is made. If you are a business, we additionally reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

Changes and Cancellations by you

Cancellation under the Consumer Contracts Regulations within 14 days of booking

30. If you are a consumer and make a booking via our website or by telephone, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000 ('Consumer Contracts Regulations'). Your legal right to cancel a Contract starts from the date when a booking is made – which is when the Contract between us is formed. You have a period of 14 (fourteen) working days in which you may cancel the booking, starting from the day after the day when the booking is made. Working days means that Saturdays, Sundays or public holidays are not included in this period. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to enrol on a course, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

31. If you exercise your legal right to cancel under the Consumer Contracts Regulations, you will receive a full refund of the price you paid when booking and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation.

32. If your course is due to start within 14 (fourteen) working days of when a booking is made, your legal right to cancel under the Consumer Contracts Regulations will not apply.

Cancellations after the 14 day period but before course has been started

33. If, after the 14 day period referred to above has elapsed, but your course has not started, you decide to cancel you will be liable for any charges incurred on your behalf (tutor engagement) plus an administrative fee to cover the amount of work undertaken on your behalf, subject to a minimum administrative charge of £50 + VAT.

34. If at this point you have paid your fees a refund of the difference between fees paid and the charges above will be made within 30 days.

35. If at this point you have not paid your fees a new invoice outlining these charges will be issued, payable within 30 days.

Cancellations after starting a course

36. Refunds will not be payable after a course has been started.

Changes and Cancellations by us

37. If circumstances arise that are beyond our control, it may be necessary from time to time to change/cancel course dates, content, venues, locations and prices from those published. Whilst we will make every effort to transfer your booking to the next available course, it should be noted that we will not be held liable for any costs/losses incurred as a result of any such changes. If we are no longer able to provide your course, we will ask you to return any course materials to us (at our expense) in the condition as originally delivered to you and refund to you any fees paid to date when we receive the materials as required.

38. We reserve the right to remove from any course, students that fail to comply with its standard practices and procedures. We reserve the right to refuse enrolments and/or suggest alternative arrangements if we believe that it will not be in our best interests of other participants and/or the individual concerned to be enrolled on one of our courses.

Personal Information

39. Clients Strive Training must provide an accurate and complete postal address, contact telephone number and e-mail address. We may refuse or cancel your enrolment if you do not supply these. Your details will not be used for any purpose other than the efficient and effective running of Strive Training.

40. Where relevant, your details will be shared with certain organisations and bodies which may include, but is not limited to: academic partners such as Awarding Organisations, GLA and Department for Education.

41. The majority of correspondence with and from Strive Training is conducted electronically using e-mail and web-based protocols. Your details will be added automatically to our database. Your details will not be passed to any third party without your permission, unless requested by law or a similar authority.

42. Where your course fees are paid by your employer or other third party you give us consent to share information about your progress and engagement on that course with that third party.

43. Strive Training abides by the Data Protection Act.

44. Strive Training may contact you from time to time with products or information in which you might be interested. If you no longer wish to receive this information please contact us.

Liability and Contractual Obligations

45. No other statements in the training materials, on the website or e-mail correspondence may be taken to imply any contractual obligation by Strive Training.

46. Any liability will be limited to the payment of the enrolment fee paid, except in the event of personal injury or death at an event organised by Strive Training.

47. Information, whether on the web or in any other form, is provided for the use of clients and others at their own discretion. No liability will be accepted for the accuracy of any information or the consequences of its use by clients or others.

48. Depending on the course purchased Strive agrees to provide its clients with some or all of the following:

48.1 Relevant course material. 48.2 Access to an online platform. 48.3 An assessment methodology suitable for the course.

49. Strive Training is a company registered in England, number 08933327. The administration address is Japonica House, 8 Spring Villa Rd, Edgware HA8 7EB.

50. Strive Training reserves the right to terminate any enrolment if it suspects that any part of these terms and conditions have been broken.

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Jurisdiction

51. 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 the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim.

End User Licence Agreement

Web-Based Communication & Code of Conduct

1. As a client of Strive Training, you are solely responsible for your own communications and are responsible for the consequences of them. You are also solely responsible for maintaining the confidentiality of your username, password and e-mail address and all activities that are conducted through your account.

2. Clients will normally be provided with a username and password to access learning platforms. You must not share your username with anyone else. IP addresses are monitored and any accounts suspected of being shared will be barred.

3. In consideration of being allowed to use the materials (including the web site) provided by Strive Training, you agree that you will abide by these terms and conditions and in general will not:

- 3.1 Harass any other course member or member of staff.
- 3.2 Use the forum for any purpose in violation of local or national laws of any country.
- 3.3 Post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others.
- 3.4 Post material that is abusive, defamatory, embarrassing, harassing, hateful, inflammatory, obscene or threatening to any other member or member of staff.
- 3.5 Post sexually explicit language or images.
- 3.6 Post advertisements or solicitations of business.
- 3.7 Post chain letters or pyramid schemes.
- 3.8 Impersonate another delegate or member of staff.
- 3.9 Express or imply that the Strive Training website or its owners endorses any statements you make, without our specific written consent.
- 3.10 Collect or store personal information about other clients without their personal consent.
- 3.11 Conduct any other activity that we consider is detrimental to the running of the Strive Training, to other clients or the Strive Training cause.
- 3.12 Plagiarise the work of others or in any way try to pass yourself off as competent by means of deception.
4. Any correspondence, whether on the web site or not, written in any language other than English may be edited or deleted.
5. Any conduct that in our opinion restricts or inhibits the use of the website by any other subscriber will not be tolerated. We reserve the right to pursue any and all legal and equitable remedies against you, including the posting of your address and the reporting of your activity to your Internet Service Provider (ISP), and other authorities.
6. Any material in any correspondence that we determine to be contrary to our terms and unsuitable for our forum will be edited or deleted.
7. Our decision on these matters is final.

Copyright & Intellectual Property Rights

8. The course materials and contents of the website are copyright. This includes all content unless otherwise noted. The contents may not be copied and republished in any format, whole or in part. This includes (for example, but not limited to) copying text, copying pictures or video, copying images for use in brochures, websites or any other medium, copying review content (narrative, video or pictures), copying backgrounds and borders, or any other content.
9. All material is the intellectual property of Strive Training or any secondary partners that Strive Training licence materials from (or the suppliers of the information where this is explicitly stated). Material is made available purely for the benefit of Strive Trainings individual clients for their own personal use. It is not available for commercial use with other organisations.

10. During your use of the website, we gather 'industry standard' data from you, which includes: your logged ID, your IP, your browser details etc. Our server maintains a log of your access. General data collected may be used or shared in an 'aggregate' manner, for example, to demonstrate how many hits we have, what countries people are accessing the site from, what browsers people are using, what parts of the site are visited and so on. We never share any information specific to a particular identifiable user unless requested by law or a similar authority, or an ISP or network administrator investigating abuse of our site.

11. If clients personally make their contact details available to other clients, this is to enable networking and sharing of information between them. Under no circumstances are they to be used by clients or their associates, or made available by clients/associates to third parties, for mailing lists or other commercial purposes.

12. Information on the web is made available to clients and cannot therefore be regarded as confidential. Clients undertake that all information they provide for the web is free from copyright, confidentiality or other restrictions that would prevent its publication on our website.

13. By becoming a client you grant to Strive Training a perpetual licence to display, reproduce or use your website postings on the Real Group Ltd or Real Training site. You also grant to Strive Training a perpetual licence to use your postings either in the original form or modified and on any other media for the purpose of promotion of Strive Training Limited.

14. You may terminate your enrolment at any time by notifying Strive Training. On termination, Strive will any passwords and access to all leaning platforms.

Complaints

15. If you have a complaint about any products or services provided by Strive Training please contact us via the website or email strive@strivetraining.co.uk. One of our managers will contact you within 10 working days (excepting periods of closure, normally Christmas and August).

16. The manager will investigate your complaint and aim to provide a satisfactory way forward within a further 10 working days, subject to the limits outlined in these terms and conditions.

Rights and Responsibilities of Strive Training

17. Strive Training accepts no responsibility for the content of our site, which is provided 'as is', and with no warranty express or implied. Reviews and all our other content are offered as our opinion only.

18. We understand that as a client of Strive Training you expect the website to be on-line and available at all times. However, we can make no guarantees as to the 'up time' of the site as this is beyond our control. For example, routing, server, Internet, hardware and software problems completely beyond our control may occur. We host with a commercial company that guarantees (to us) 99.9%+ up time in order to minimise down time but accept no responsibility if the site goes off-line and it is not our fault.