

TERMS AND CONDITIONS FOR GEOCENTRIX ONLINE TRAINING

These Terms and Conditions (“Terms”) govern the provision of online training courses by Geocentrix Limited (the “Company”, “we”, “us”, “our”) to the person or organisation booking or attending the course (the “Delegate”, “you”, “your”). **By booking a course, you agree to be bound by these Terms.**

1. DEFINITIONS AND INTERPRETATION

“Company” means Geocentrix Limited (company number 3738829), whose registered address is Larchwood, 10a Cunningham Road, Banstead, Surrey, SM7 3HG, United Kingdom.

“Course” means the online training course provided by the Company.

“Course Fee” means the fee payable for the Course.

“Course Materials” means all documents, slides, notes, recordings, software, data, and other materials provided in connection with the Course.

“Consumer” means an individual acting for purposes wholly or mainly outside their trade, business, craft or profession.

“VAT” means Value Added Tax that is payable in certain countries.

“WHT” means Withholding Tax that is payable in certain countries.

Headings do not affect interpretation.

2. BOOKING AND PAYMENT

All bookings must be made in advance.

A place on a Course is not confirmed until the Course Fee has been paid in full.

The Company reserves the right to refuse any booking at its discretion.

3. VAT AND WHT

All fees are exclusive of VAT and WHT unless stated otherwise.

VAT and WHT shall be payable at the prevailing rate where applicable.

4. DELEGATE CANCELLATIONS

Cancellation more than 30 days before the Course start date will entitle you to a full refund less a £50 + VAT/WHT administration fee.

Cancellation within 30 days of the Course start date will result in no refund.

Failure to attend the Course shall be treated as a cancellation within 30 days.

5. SUBSTITUTION OF DELEGATES

You may transfer your place to another person by giving at least 2 working days’ written notice.

The substitute Delegate must agree to these Terms and Conditions.

6. SYSTEM REQUIREMENTS AND ACCESS

The technical requirements for attending the Course will be provided in the booking confirmation email.

You are responsible for ensuring your equipment and internet connection meet those requirements.

The Company accepts no responsibility for inability to access the Course due to your failure to meet the system requirements.

Access details are personal to the registered Delegate and must not be shared.

7. DELEGATE CONDUCT

Delegates must behave in a professional and respectful manner.

The Company may remove a Delegate from a Course without refund where the Delegate:

- a) is disruptive or abusive;
- b) shares access details;
- c) infringes intellectual property rights; or
- d) records the Course without permission.

8. COMPANY'S RIGHT TO POSTPONE OR CANCEL

The Company may postpone or cancel a Course at any time.

Where this occurs, the Delegate shall receive a full refund of the Course Fee.

The Company shall have no liability for any indirect or consequential losses.

9. INTELLECTUAL PROPERTY

All Intellectual Property Rights in the Course and Course Materials remain the property of Geocentrix Limited.

The Company grants the Delegate a limited, non-exclusive, non-transferable, revocable licence to use the Course Materials for personal learning purposes only.

The Delegate shall not copy, reproduce, distribute, publish, upload, licence, sell, or use the Course Materials for training others or for any commercial purpose.

10. RECORDING

Delegates must not record the Course in any form.

This includes screen capture, audio recording, video recording, photography, or use of external recording devices or software.

Breach of this clause may result in removal from the Course and legal action.

11. COMPANY RECORDINGS

The Company may record the Course, provided it gets the agreement of delegates beforehand.

Any recordings made available to Delegates are:

- a) for the registered Delegate only;
- b) time-limited; and
- c) subject to these Terms.

Recordings must not be downloaded, copied, or shared.

12. COURSE CONTENT

The Course is provided for general training and information purposes only.

The Company makes no representation or warranty as to accuracy, completeness, or suitability for any particular purpose.

Delegates are responsible for any reliance placed on the Course content.

The Company will issue a certificate of attendance to all Delegates who complete the course.

13. LIMITATION OF LIABILITY

The Company's total liability arising out of or in connection with the Course shall be limited to the Course Fee paid.

The Company shall not be liable for:

- a) loss of profit
- b) loss of business
- c) loss of opportunity
- d) loss of data
- e) any indirect or consequential loss

Nothing in these Terms shall limit or exclude liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;
- c) any liability which cannot legally be limited.

14. FORCE MAJEURE

The Company shall not be in breach of these Terms where performance is prevented or delayed by events beyond its reasonable control.

In such circumstances the Course may be postponed.

15. CONSUMER RIGHTS

If you are a Consumer, nothing in these Terms affects your statutory rights.

Where the Consumer Contracts Regulations 2013 apply:

- a) you have a 14-day cooling-off period;
- b) if the Course takes place within that period and you request access, your right to cancel is lost once the Course has been fully delivered.

If you are booking on behalf of a business, this clause does not apply.

16. DATA PROTECTION

The Company will process personal data in accordance with its Privacy Policy.

17. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties and supersede all prior agreements or understandings.

18. VARIATION

The Company reserves the right to amend these Terms. The version in force at the time of booking will apply to your Course.

19. ASSIGNMENT

The Delegate may not assign or transfer their rights under these Terms.

20. WAIVER

Failure to enforce any provision shall not constitute a waiver of that provision.

21. SEVERANCE

If any provision is held to be unenforceable, the remaining provisions shall remain in full force and effect.

22. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.