

Terms and conditions on which Grief Recovery Europe Limited provides its services

1 The meaning of some words used in these terms and conditions

'we', 'us' or 'our'	is a reference to Grief Recovery Europe Limited
'you' or 'your'	is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;
'Parties'	is a reference to both us and you;
'Premises'	means the place where we will provide the Services; and
'Services'	means the grief recovery training we will provide. The precise Services we will be providing to you will be stated in the booking form.

2 Entering into a legally binding contract

2.1 A contract between you and us will come into being in one of two ways:

2.1.1 when you sign and submit the booking form and pay a deposit or course fee we and you will enter into a legally binding contract on the date you sign.

2.1.2 where you and we agree orally that we should provide the Services then there will be a legally binding contract on the date of our oral agreement.

2.2 We suggest that before you sign and submit the order form or orally agree to us providing Services that you read through these terms and conditions. If you have any questions concerning them please ask us.

2.3 You should keep a copy of these terms and conditions for your records.

3 Payment for the Services

3.1 Our fees are either as set out on our website at www.griefrecoverymethod.co.uk or as confirmed by us to you in writing or by email.

3.2 We accept payment in cash, by cheque, or bank transfer. We are registered for VAT.

3.3 The full fee is payable 30 days before a course starts.

3.4 If the course starts within 30 days of booking, the course fee is due immediately.

3.5 If we have not received your payment in advance of a course, we are not obliged to admit you to the course.

3.6 We will send you a receipt for your payment by e-mail or, if you so request, by letter.

4. Providing the Services

4.1 Once we and you have entered into a legally binding contract we will expect you to attend the training event provided in accordance with the Services.

4.2 Training begins at 8.30am and runs daily from 8.30am – 5.30pm. Completion of every day in its entirety is required. Late arrivals will not be permitted to join the training and no refund will be issued.

4.3 We reserve the right to alter any part of the published programme; if this is necessitated by circumstances beyond our control. However, we will use reasonable efforts to ensure that the programme, if altered, remains comparable with the published format.

4.4 Where you are attending Certification training, we will expect you to sign the License Service and Support Agreement.

4.5 Our aim is to always provide you with the Services:

4.5.1 using reasonable care and skill;

4.5.2 in compliance with commonly accepted practices and standards in the training industry

5 Expected behaviour

5.1 We reserve the right to exclude you from a course due to disorderly conduct or failure to fulfil any stated course requirements.

5.2 You will still have to pay the course fee in these circumstances and will not receive a refund.

6.0 Travel and Accommodation

6.1 You are responsible for all travel, accommodation and other costs relating to your attendance at the course.

6.2 We are not responsible for any of these non-refundable costs which result from course scheduling changes or cancellations.

7 Intellectual Property Rights

7.1 We own the copyright and all other intellectual property rights in the course documentation and any related materials.

7.2 You may not reproduce or copy the whole or any part of the course materials without our prior written permission.

8 Exclusion and limitation of liability

- 8.1 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.
- 8.2 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract.
- 8.3 In the event that any loss or damage suffered by you relates to your business activities then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this contract.

9 Communicating with each other

- 9.1 You can always telephone. Our contact number is 01234 862217.
- 9.2 However, for important matters we suggest that you write and send any communications by post to the Training Manager at Grief Recovery Europe Limited, Owlswick, Grafham Road, Ellington, PE28 0AF
- 9.3 If we wish to send you a letter or notice we will use the address you have given in the booking form.

10 Cancellation

Consumer Protection (Distance Selling) Regulations 2000.

Where a contract with a consumer is concluded on a distance selling basis the Regulations (as amended from time to time) will apply and the purchasing consumer will have a general right to cancel.

In the case of services, this will expire 14 days after booking (except for late bookings when it will expire on the date the services are commenced).

Subject to the Regulations, if you make a request to amend or cancel services, the following provisions will apply:

- 10.1 Once we and you enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract.
- 10.2 If you do not attend a course for any reason we will treat that as a cancellation with no notice and you will not be entitled to a refund.
- 10.3 You may transfer to another scheduled date for a course if you obtain our written agreement at least 30 working days before the scheduled start date. You will have to pay an administrative fee.
- 10.4 You may cancel your booking for a course by giving us written notice:
- 10.4.1 If you notify us more than 30 **working** days (6 calendar weeks) before the course starts, you will have to pay a cancellation fee equal to your deposit. Any credit balance will be refunded to you within 28 working days of you notifying us.
- 10.4.2 If you notify us between 10 and 30 **working** days before the course starts, you will have to pay a cancellation fee equal to 75% of the course fee. Any credit balance will be refunded to you within 28 working days of you notifying us.
- 10.4.3 If you notify us less than 10 **working** days before the course starts, you will have to pay a cancellation fee equal to 100% of the course fee. You will not receive a refund.
- 10.5 Notification of any cancellation or request for transfer must be made in writing to the Training Manager at Grief Recovery Europe Limited, Owlswick, Grafham Road, Ellington, PE28 0AF
- 10.6 We will be entitled to delay or cancel course delivery or reduce the amount delivered if it is prevented or delayed through any circumstances beyond our reasonable control including acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies.
- 10.7 In these circumstances, we will give you a full refund of the course fee or allow you to put the course fee towards future training.

11 Amendments to the contract terms and conditions

We will have the right to amend the terms and conditions of this contract where:

- 11.1 we need to do so in order to comply with changes in the law or for regulatory reasons; or
- 11.2 we are changing the rates we charge for the provision of Services; or
- 11.3 we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.
- 11.4 Where we are making any amendment we will give you 30 days' prior notice (unless the contract is terminated before that period).

12 Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

13 Law and jurisdiction

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.