

Standard Terms for the Purchase of Taught Courses

Please read these terms and conditions carefully and make sure you understand them. They set out the obligations (the 'terms') between you and Swush Ltd (company number 11780024 of 10-12 East Parade, Leeds, LS1 2BH, UK with VAT number 363314514 ('Swush' or 'we' or 'us' or 'our')). The terms explain what happens once you have placed an order, how to make payment, how you and we may change or end the contract, what to do if there is a problem and other important information. The terms are only available in English.

You can contact us at hello@swush.co.uk and/or +44 (0) 113 468 4455.

These terms and conditions are in addition to the Website Disclaimer and apply to the sale of any Taught Course. Please read these terms and conditions carefully before purchasing a Taught Course and print off a copy for your records.

Definitions

'Confidential Information' means information provided by one party to the other in written, graphic, recorded, machine readable or other form concerning the business, clients, suppliers, finances and other areas of the other party's business or products, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

'Course Materials' means the information provided by Swush Ltd to accompany a course provided as part of the Services in hard copy or electronic form.

'Fees' means the fees paid by you to Swush Ltd for the Services.

'Intellectual Property Rights' means copyright, rights in or relating to databases, patent rights, performers' rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

'Services' means the provision of the Taught Course and/or the Course Materials together with such other services as agreed from time to time and purchased from us.

‘Taught Course’ means a course taught by us in a classroom setting to which you attend in person. This may be delivered at an agreed physical location or remotely using commonly available collaboration and meeting tools such as Microsoft Teams or Zoom Video Communications Zoom or Zoom One.

‘Website’ means www.swush.co.uk

‘you’ means the individual purchasing the Services.

2. The Services

2.1. A description of the Services together with the dates on which the Services will begin are available on our Website. We will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. We reserve the right to vary or withdraw any of the Services described on the Website without notice.

2.3. We expect you to confirm that the Services you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of the Services.

3. Ordering Services

Purchasing Services

3.1. When you place an order for a Service via the Website, email, or any other medium, you are offering to purchase the Services on these terms and conditions. Swush Ltd reserves the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with clause 3.4 below.

3.2. Following receipt by us of your order for Services we will contact you confirming receipt of your order.

3.3. A legally binding agreement between us and you shall come into existence when we have:

- a. accepted your offer to purchase Services from us by sending you an email confirming the purchase; and
- b. received payment of the relevant Fees from you in accordance with clause 5 below.

3.4. Where your order consists of multiple Taught Courses, each individual course will be treated by us as a separate offer to purchase. Acceptance of your offer to buy one or more courses will not be acceptance by us of your offer to purchase any other courses which make up your order.

3.5. Swush does not and is not responsible for booking any examination. It is your responsibility to ensure that you book prior to the relevant closing date any exam necessary that you wish to take, and which may or may not be associated with the subject matter of the Services provided to you by Swush.

3.6. Where the Service includes an exam voucher, Swush will make this available to you during or shortly after the Taught Course, provided you have attended the Taught Course.

4. Cancellation and Variation

4.1. Where we have accepted / confirmed the Services being purchased by you and formed a legally binding agreement with you in accordance with clause 3.5 above, then you are permitted within 14 working days starting on the day after the date we have concluded our agreement in accordance with clause 3.4, to cancel your purchase of the Taught Course.

4.2. At any time up to 21 days prior to the commencement date of the Taught Course purchased, you shall be entitled to one reschedule without penalty to a future Taught Course, subject to availability.

4.3. You shall not be entitled to reschedule to any Taught Course commencing more than 12 months after the commencement date of the Taught Course you have purchased. In accordance with clause 4.2. all further reschedules for the same Taught Course will carry a fee of £125 excluding VAT, provided the reschedule is communicated at least 21 days prior to the Taught Course commencement.

4.4. Cancellation within 21 days of the start of the Taught Course will carry a charge of 50% of the Fee, exclusive of VAT, in respect of administration costs.

4.5. If the Fees have been paid, but you fail to attend the Taught Course to which such Fees relate or any rescheduled Course (in accordance with clause 4.2) within the period of 12 months after the commencement date of the Taught Course for which you registered than at the expiry the 12 month period Swush shall be entitled to retain any Fees already paid and to require payment of any Fees due but unpaid.

4.6. Cancellation and / or variation of course dates will be at the entire discretion of Swush. Swush reserves the right to reschedule or cancel any Taught Course where the Swush reasonably believes that it is impractical to run a particular Taught Course or where the number of students enrolled for a particular Taught Course makes it uneconomical for Swush to run that Taught Course at that time or at all. In any such case Swush shall endeavour to notify you of any such rescheduling or cancellation at the earliest opportunity and Swush shall bear no liability in respect of such rescheduling or cancellation save that Swush shall reimburse all Fees already paid if you do not wish to attend any future Taught Course.

4.7. You are entitled to change the name and details of any individual who will be attending the Taught Course once without attracting an administration charge. Further changes to the name and or details of the individual attending the Taught Course is charged at £42 per individual.

4.8. Changes to the names of those who have attended the Taught Course are not permitted.

5. Fees

5.1. The Fees for the Services shall be as set out on the Website or as communicated to you at the time you placed an order for them.

5.2. Unless otherwise specified at the time you purchase the Services the Fees are exclusive of VAT or other local taxes. Each of these costs will be set out on the Website or communicated to you prior to your purchase of the Services.

5.3. Save where specifically stated otherwise on the Website, all Fees shall be exclusive of any amounts payable to any professional body for registration.

5.4. Fees for the Service selected by you on the Website will be invoiced to you. Fees must be paid in full prior to you attending any Taught Course.

5.6. You shall be responsible for all costs you incur in connection with your attendance on any Taught Courses.

6. Liability

6.1. No part of the provision of the Services shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of investment advice.

6.2. Although Swush aims to provide the Services to the highest standards of the industry, neither it, nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the programmes or Course Materials and any reliance by Client on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.

6.3. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply to the Services. Subject to clause 6.5 no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

6.4. Subject to clause 6.5 below, Swush's total liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the Service (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fees received by us in connection with the relevant Taught Course in relation to which a dispute has arisen.

6.5. Nothing in this Agreement shall exclude or limit Swush's liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under English law may not be limited or excluded.

6.6. No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by us.

7. Intellectual Property

7.1. All Intellectual Property Rights in the Course Materials, and the speeches made by trainers at the Taught Courses are, and remain, the intellectual property of Swush or its licensors, whether adapted, written for or customised for the Client or not.

7.2. You are not authorised to:

- a. copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission;
- b. record on video or audio tape, relay by videophone or other means the Taught Course given
- c. use the Course Materials in the provision of any other course or training whether given by us or any third-party trainer;

- d. remove any copyright or other notice of Swush or those of other copyrights holders on the Course Materials.

Breach by you of this clause 7.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including access to the Taught Courses.

7.3. In consideration of the Fees paid by you, we grant to you a limited, non-transferable, non-exclusive licence to use the Course Materials and for the sole purpose of attending the Taught Course.

8. Confidentiality

8.1. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions and shall return it on demand and not retain copies of it.

8.2. Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

8.3. This clause shall continue notwithstanding termination of these terms and conditions.

9. Termination

9.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you:

- a. fail to pay when due your Fees;
- b. act in an aggressive, bullying, offensive, threatening, or harassing manner towards any employee of Swush, any teacher or lecturer who provides the Taught Courses or any student who attends any Taught Course;
- c. cheat or plagiarise any work which you are required to prepare or submit in connection with the Services or during any examination taken in connection with the Services;
- d. steal or act in fraudulent or deceitful manner towards us or our employees or any other students who may be on our premises or attending our Taught Courses;
- e. intentionally or recklessly damage our property or the property of our employees or other students attending our premises;

- f. are intoxicated through alcohol or illegal drugs while on our premises or the premises at which the Taught Course is delivered;
- g. commit any criminal offence committed on our premises or the premises at which the Taught Course is delivered or where the victim is our employee or student;
- h. are in breach of these terms and conditions.

9.2. On termination clause 6 (liability), 7 (intellectual property rights), 8 (confidentiality) and 10 (restrictions) shall continue notwithstanding such termination.

10. Assignment

10.1. Any Services provided by us under these terms and conditions are personal to you and cannot be transferred or assigned to any other person.

10.2. We shall be entitled to assign these terms and conditions to any other company without prior notice to you.

11. Entire Agreement

11.1. These terms and conditions, together with the Website Disclaimer are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

12. Force Majeure

12.1. Swush shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.

13. Assignment

13.1. We may assign, transfer, sub-contract any of our rights or obligations to any third party at our discretion.

15. Law and Jurisdiction

This Agreement is subject to English law and the parties submit to the exclusive jurisdiction of the English courts in connection with any dispute hereunder.

Website Usage and Disclaimer

This Website provides information about Swush Ltd (company number nnnnnnn) of [address] UK [with VAT number nnnnnnnn] ('Swush' or 'we' or 'us' or 'our').

Our goal is to keep this information timely and accurate. If you find any errors please email us, and we will try to correct them, however we accept no responsibility or liability whatsoever regarding the information on this site, or the use thereof.

Malicious Treatment of this Website

You must not misuse our site by knowingly introducing any material which is malicious or harmful in any way. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via any malicious means or mechanisms.

By failing to comply with this provision, you would commit a criminal offence and your right to use our site will cease immediately and your actions will be reported to the relevant authorities.

Linking to this Website

You may link to any of our pages only if you have first obtained our written permission and if you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice. This Website site must not be framed on any other site.

You must not link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

External Links

This site contains links to other sites. We are not responsible for the privacy practices or the content of such web sites.

Our Liability

The material displayed on this Website is provided without any guarantees, conditions, or warranties as to its accuracy. To the extent permitted by law, we expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law, or the law of equity
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it (whether by us or a third party), including, without limitation any liability for:
 - Loss of income or revenue, business, goodwill, profits or contracts
 - Loss of anticipated savings
 - Loss of data
 - Wasted management or office time
 - Any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect any liability which cannot be excluded or limited under applicable law.

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