

# Terms & Conditions

In these Terms and Conditions “GPT” means **Geopace Limited** (operating as Geopace Training) at: **The Rufus Centre, Steppingley Road, Flitwick, Bedfordshire, MK45 1AH**, and the “Client” means the person, firm or company for whom **Geopace Limited** is providing the services.

The Client’s Booking will be deemed to bind the Client to these Terms and Conditions and no services shall be performed by GPT except in accordance herewith. In the case of any conflict between these conditions and those of the Client, these conditions shall prevail. No other agreement, representation, promise, undertaking or understanding of any kind unless expressly confirmed in writing by a director of GPT shall add, vary or waive any of these Conditions.

**1 Definitions** - In this Agreement the following expressions shall, save where the context otherwise requires, have the following meanings:-

“**Course**” means: the training course set out in GPT’s booking confirmation together with any other services which may be agreed upon by the parties from time to time.

“**Fee**” means the sum as set out in GPT’s booking confirmation to be charged by GPT for the provision of the Course and/or associated Services, either in full, part of a Scheduled Instalment Programme or by an external Funding Provider.

“**Deposit**” means the sum of set out in GPT’s booking confirmation to be charged by GPT to secure a place on the Course or the supply of a product, followed by an agreed number of instalment payments.

“**Force Majeure**” means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any act of God, fire, act of government or state, war, civil commotion, insurrection, strike, lock-out or other form of industrial action).

“**Service**” means the provision of an eLearning platform online to access one or more e-learning courses.

“**eLearning**” means a distance learning course provided online via a SCORM 1.2 compliant platform.

“**Hybrid Course**” means a course “blended” to provide both eLearning and Classroom delivery.

“**Booking Agent**” means a person or company making a booking on behalf of another individual or group of individuals. The Booking Agent will also dually be known as the Client.

## 2 Provision of the Course

2.1 GPT shall allocate sufficient resources in order to provide the Course to the Client and shall, at all times, carry out the provision of the Course with reasonable care and skill.

2.1.1 GPT courses have been developed for the UK marketplace (England, Scotland, Wales, Northern Ireland). Where a Client chooses to book and attend or complete a course from outside of the UK then they do so in the full knowledge that the validity of the award may differ in their own jurisdiction.

2.2 Provision of the Course by GPT shall, as far as GPT is able, be in accordance with any dates and times specified in GPT’s confirmation but time for performance shall not be of the essence of the contract and GPT reserves the right to alter the date, time or venue of the Course. GPT shall not be liable for any delay in delivering the course howsoever caused. Where you, the Client, or your Booking Agent makes a booking for a Hybrid Course then it is a requirement of your classroom attendance to have completed the online element of the course prior to attending.

2.2.1 Provision of the course makes assumptions in respect of your personal attendance attributes, particularly (but not limited to) i) a sole person attendance (accompaniment permitted for special needs individuals, subject to prior approval by GPT), ii) no children accompanying the Client iii) age, assumed as over 18 (over 16 with parental consent). In exceptional circumstances we may request ID proof of age. iv) An understanding of English language (Level 2).

2.3 GPT reserves the right to terminate a student’s participation in a Course in the event that:

2.3.1 the student’s English language skills are inadequate (minimum Level 2 standard required); or

2.3.2 The student is late attending or fails to attend the Course; or

2.3.3 the student does not participate satisfactorily in the Course; or

2.3.4 by reason of the student’s conduct GPT believes that the student is not capable of satisfactorily or safely completing the course.

2.3.5 by reason of the student’s disruptive or abusive behaviour or actions which are likely to be detrimental to satisfactory completion of the Course by other Delegates.

2.4.1 If GPT exercises its rights to cancel before commencement of the Course then GPT will endeavour to reschedule and will advise the Client accordingly.

2.4.2 If GPT exercises its rights to terminate a student’s participation in a Course pursuant to Clause 2.3 then no refund of the Fee shall be made.

2.5 Upon successful completion of the Course GPT shall, where applicable and where specified on booking, register the student’s details with one or more awarding bodies and subsequently issue the student with accredited certificate(s) at the appropriate Level, Credit Value and/or CPD units.

2.6 Successful completion of the Course does not imply or guarantee the acceptance of the certificate by an employer nor does it imply or guarantee an offer of employment. A prospective employer may ask that the Client completes an internal skill evaluation in accordance with the employer’s own Policies and Procedures.

2.7 Places on courses are limited and therefore GPT operates a cancellation and refund policy.

2.7.1 In the unlikely event of the course being cancelled or a change in course location GPT will endeavour to inform the Client as soon as possible.

2.7.2 If GPT exercises its rights to cancel before commencement of the Course then an offer will be made to reschedule the Course at no charge to the Client. No guarantee can be made in respect of a rescheduled course location and/or date although every effort will be made to locate a rescheduled course to the next nearest training venue.

2.8 The published course finish times for classroom-based courses are approximate and may vary depending on the group size, dynamics and performance.

2.9 We try to ensure that our website and associated learning platforms are available to you at all times. In the event that our website or any third party Service Platforms are unavailable and for any period (for whatever reason) we shall not be liable even if this means you cannot access the Service during that period.

2.9.1 By making a booking by telephone or by booking form you agree not only with these Terms and Conditions but also that the information given to us forms an integral part of the booking process to provide you with a service (course) or product (goods). Your personal data is stored and will only be associated with your booking or any other services associated with your booking (such as contacting you about your registration).

2.9.2 By making a booking online by clicking on the “Book Now” button you agree not only with these Terms and Conditions but also that the information input by you forms an integral part of the booking process to provide you with a service (course) or product (goods). Your personal data is stored and only will only be associated with your booking or any other services associated with your booking (such as contacting you about your registration).

2.9.3 In both 2.9.1 and 2.9.2 your personal payment details, where provided, are processed by a secure third-party merchant service provider (such as Barclays Merchant Services) to process your credit or debit card payment and your transaction is completed on the bank’s secure server.

2.9.4 – GDPR and Your Data: In compliance with the General Data Protection Regulation (EU Directive 2016/679) you have fundamental rights in respect of your personal data and how GPT manages your personal data, as follows:

i: Your right to be informed – we will be completely transparent in how we are using personal data (personal data may include data such as a work email and work mobile).

ii: The right of access – you have the right to know exactly what information is held about you and how it is processed by us.

iii: The right of rectification - you will be entitled to have your personal data rectified if it is inaccurate or incomplete.

iv: The right to erasure (right to be forgotten) – you have the right to have your personal data deleted or removed without the need to give us a specific reason.

v: The right to restrict processing – you have the right to block or suppress our processing of your personal data.

vi: The right to data portability - this allows you to retain and reuse your personal data for your own purpose.

vii: The right to object - in certain circumstances you are entitled to object to your personal data being used. This includes, if we use your personal data for the purpose of direct marketing,

scientific and historical research, or for the performance of a task in the public interest.

viii: Rights of automated decision making and profiling - safeguards are in place to protect you from the risk that a potentially damaging decision is made without human intervention. For example, individuals can choose not to be the subject of a decision where the consequence has a legal bearing on them, or is based on automated processing.

By agreeing to our Terms & Conditions you agree that we hold your data in compliance with the above EU directive and in doing so you can contact us at any time to ensure that your data meets with the above compliance.

### **3 Provision of Goods and Services (including Physical Goods and Digital Downloads)**

3.1 Goods and Services are supplied as closely to those as described on our Website or within a Goods or Services Specification (such as a Course Itinerary).

3.2 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier arising out of or in connection with the Supplier's use of the Goods Specification. Clauses 3.1 and 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend or revise the specification of the Goods or Services as required to meet group dynamics, current legislation or variable demand.

### **4 Fee**

4.1.1 In consideration of GPT providing the Course to the Client, the Client shall pay to GPT the Fee in full (either directly or via a Third Party Funding Route) or, where agreed, shall pay a deposit followed by instalments. The Fee or Deposit is payable immediately upon the client booking the course. Payment of a deposit shall be deemed as the start of your booking process (your contract with us) and any cancellation or transfer requests shall be based on the start date of this booking process. The Deposit Payment is an initial payment and secures your place on the course. The Deposit Payment is not refundable under any circumstances.

Where a course is delivered as a classroom based course, hybrid course or e-learning course then the Fee or Instalment Payments are non-refundable if the booking is cancelled within 6 weeks of the course start date. Where a booking is cancelled between 6 and 12 weeks of the course date then the Client shall be eligible for a refund of 50% of the Fee or Instalment Payment(s), less registration fee. Where a booking is cancelled with more than 12 weeks notice then the booking may either be rescheduled and transfer fee applied, or cancelled with an administration charge of 20% of the Fee. Any refunds due apply only to the Fee or to the Instalment Payments and may take up to 28 days to process. Refund options are based on the date of your original course booking and cannot be applied retrospectively to a transferred course date or dates.

Where a course is delivered as an e-learning (online) course the Client has the right to a refund within 14 days of booking, but only in the event that the Service (course or courses) have not been logged-on or accessed nor any supplementary material downloaded or otherwise supplied. If the Client has purchased more than one course at a discounted package price then accessing any one course link will be deemed as having accessed the package as a whole. If the Client does not access the service(s) within 6 months following the date on which they were ordered GPT reserves the right to cancel the order and withdraw your access to such Services and all fees paid for such service(s) will be forfeited. The Services shall be deemed to have been accessed when the Client logs onto the link or links provided.

4.1.2 Where the Client selects a hybrid or classroom-based Course that is approved by an Accrediting Body then a £25.00 Registration Fee will apply to the booking. Where a Client selects an eLearning Course that is approved by an Accrediting Body then a combined £15.00 Admin & Registration Fee will apply to the booking. The respective Registration Fees shall be part of the total Fee. The Registration Fee is non-refundable and shall be lost if the Client withdraws from the Course, irrespective of the cancellation period or reason.

4.1.3 Where the Client chooses to select a course within 12 weeks of the course date then the Client acknowledges their acceptance of the cancellation fees and charges outlined in Clause 4.1 and acknowledges that cancellation fees will apply.

4.1.4 Where the Client requests a replacement Certificate then the Client shall acknowledge and confirm in writing that the original certificate issued was incorrect, lost, damaged or destroyed. A replacement Certificate Fee of £25.00 shall apply to cover the cancellation of the original Certificate Number and the issuance and delivery of a replacement. Such replacement will deem the original Certificate void. Where a Certificate is incorrect or damaged the Certificate must be returned to GPT before a replacement can be issued.

4.2 Where the Client makes a booking online and within an 8 hour period makes a duplicate booking in error and informs GPT of the error then the Fee for the duplicate booking(s) shall be refunded in full by GPT provided the Client notifies GPT within 24 hours. Where a duplicate booking is not notified to GPT on the same day but within 48 hours then a 5% administration and credit card fee will apply. Outside of this period Clause 4.1.1 shall apply.

4.3 A request to cancel must be made in writing by email or by letter (sent by registered post to: Geopace Training, R29, The Rufus Centre, Steppingley Road, Flitwick, Bedfordshire, MK45 1AH). All cancellation requests provided directly by GPT shall be made only to us. Cancellation requests for courses booked via a Third-Party must be made directly to the Third-Party Provider. All queries in respect of your booking(s) shall be with your Third-Party Provider and not with ourselves. GPT have no responsibility or contractual obligation with the Client in respect of bookings that are not booked with GPT.

4.3.1 As part of the total amount payable the Client shall pay any Value Added Tax due, or other local taxes where applicable, properly payable on the total booking Fee.

4.4 In the event that the Client fails to make one full payment or one or more instalment payments in accordance with the provisions of Clause 4 GPT shall be entitled, without prejudice to any other rights it may have, to suspend the provision of the Course to the Client (in whole or in part) and without liability. Where the Client requests an instalment payment deferral or an instalment payment cancellation then no request can be accepted within 48 hours of the instalment payment date and will only be effectual where the instalment date is preceded by 2 full working days.

4.5.1 Where the Client books a Classroom-based or Hybrid course and elects to make multiple payments by instalments then all payments must be made in an agreed and timely manner and shall be completed no later than 7 days prior to the course date. Failure to complete all payments will render the booking void and the Client will no longer be eligible to attend the Course. Where the Client defaults on any or all instalment payments then any such payments already made will be forfeited. Failure to complete all payments will be deemed in contravention of Clause 4.3 and any part-payments made are non-refundable.

4.5.2 Where the Client books an eLearning (online) course and elects to make multiple payments by instalments then all payments must be made in an agreed and timely manner. A link to enable the Client to enrol on the course will be provided after the final instalment payment has been made.

Failure to complete all payments will render the booking void and the Client will no longer be eligible to complete the Course. Where the Client defaults on any or all instalment payments then any such payments already made will be forfeited. Failure to complete all payments will be deemed in contravention of Clause 4.3 and any part-payments made are non-refundable.

4.6 Where the Client fails to attend or enrol on the course the fee will be lost and GPT makes no provision for refunding the Fee paid or rescheduling the booking.

4.6.1 In exceptional circumstances, and where clear evidence can be provided by the Client GPT shall consider a request to reschedule a classroom-based Course to an alternative date and/or location. Such a re-accommodation shall be at a date and location convenient to GPT. If this is not accepted by the Client then one further re-accommodation will be offered, after which the Fee and any associated transfer fee(s) and pre-course fee(s) will be lost.

4.6.2 In exceptional circumstances, and where clear evidence can be provided by the Client GPT shall consider a request to extend an eLearning or Hybrid Course to a later date. Such an extension shall be at the discretion of GPT. If an extension is not accepted by the Client then the Fee and any associated extension fee(s) and pre-course fee(s) will be lost.

4.7.1 Where the Client fails to attend the course and clear evidence is provided on medical grounds, GPT shall consider only the evidence that relates directly and specifically to the Client's medical condition at the time of the course, and not to a condition at another time or of another party, howsoever related. Pre-existing medical conditions are excluded.

4.7.2 Where the Client fails to attend the course due to a family bereavement, GPT shall accept a death certificate or medical note that relates directly and specifically to the Client's immediate next of kin and within 7 days of the Course date.

4.7.3 Where GPT accepts medical documentation as evidence of non-attendance or inability to attend a Course then such evidence shall be in English or an authorised English translation.

4.8 Where the Client provides acceptable evidence for GPT to consider a transfer on medical grounds then a claim limit of 28 days after the course date shall apply. Evidence provided must be sent by registered post to: Geopace Training, R29, The Rufus Centre, Steppingley Road, Flitwick, Bedfordshire, MK45 1AH. Any requests received outside of this period cannot be accepted. Supporting documentation must be signed and dated by a UK registered medical practitioner, and will state that the Client's medical condition coincided with their course date and will detail why they were unable to attend. Self-certification is not acceptable as medical evidence of non-attendance. Where a transfer request is adequately evidenced and accepted by GPT then any offer made must be acknowledged by the Client within 7 days of the offer date. Where the Client fails to respond the offer will be withdrawn and no further offers will be made.

4.9 Certificate or certificates will sent by standard Royal Mail post unless otherwise instructed. The Client or Booking Agent has the option to specify an alternative delivery mode of choice provided GPT are notified no later than 3 working days after the course completion date. Alternative modes of delivery might include: collection in person (from our office, by appointment),

Courier, Royal Mail "Special Delivery" or Royal Mail "Signed for" services. All such additional services shall be at an additional cost to the Client and will include an administration charge.

4.9.1 Where a Certificate or Certificates are delivered by standard Royal Mail, GPT shall endeavour to ensure safe and accurate delivery but cannot be held responsible in the event of non-delivery.

## 5 Transfers & Name Changes

5.1 A transfer of your booking to another date and/or location may be requested at any time, but not within 28 days of the course date. No transfer request can be guaranteed, is at the discretion of GPT, and a transfer fee will be chargeable. Where such a request is made then it may initially be by telephone or email but must be confirmed in writing by special or recorded delivery to GPT head office within 7 days.

5.2 Where the Client requests to transfer a booking to an alternative course date and/or location a transfer fee of £20.00 shall apply. Where further transfers are requested then the same transfer fees shall apply. In all cases the transfer fees will be paid at time of request.

5.3 Where the Client requests to change a booking to an alternative named person or an own name change then an administration fee of £20.00 shall apply. Where further name changes are requested then the same fees shall apply. In all cases the name change fees will be paid at time of request.

5.4 A maximum of two transfers or name changes are allowable, after which any Fees and Administrations costs shall be lost.

5.5 Where transfers or name changes are invoked by the Client then the Terms and Conditions applicable at the time of the initial booking shall remain in force.

5.6 Any transfer or name change fees paid are non-refundable and are inclusive of VAT.

5.7 All transfers offered, for whatever reason, must be completed within 6 calendar months of the date of the originally booked course unless otherwise agreed by GPT

5.8 The maximum number of transfers or name changes for any one Course and Client shall be two.

## 6 Payment Policy

6.1 We accept payments by telephone, online (via our website or social media platforms) by credit or debit card, by postal order or by posted cheque. We also accept payment on invoice if you are purchasing on behalf of the NHS or an approved corporation.

6.2 Credit/Debit Card Bookings: GPT shall provide a secure payment method, via a third party Merchant Services platform (such as Barclays Merchant Services) which facilitates the safe processing of credit and debit card transactions. No credit/debit card details are stored by GPT and all card payments processed are encrypted, security checked and externally audited.

6.3 Invoiced Bookings: The Client may elect to make payment by invoice when booking via the website, booking form or by telephone.

All invoices are normally payable within 28 days of invoice date or no later than 7 days prior to the course date, whichever is the sooner. Invoices must be paid by Credit/Debit Card, Cheque or BACS.

## 7 Your Statutory Rights

7.1 Nothing in these Terms and Conditions affects your statutory rights. GPT shall make provision of a course on the understanding that the course material and certificate, on payment of the Fee, is created as a bespoke package and therefore falls outside of Distance Selling Regulation's standard seven day cancellation and cooling off period.

By booking our course you acknowledge that as soon as a reservation is made, GPT immediately begins a process of compilation of course material and associated services. As such I, the Client, waive my right to cancel the course except in accordance with GPT Terms and Conditions. By booking a course the Client agrees to accept these Terms and Conditions.

## 8 Special Needs and Requests

8.1 If you have any special requests or needs you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the training venue, we regret neither we nor the venue concerned can guarantee any request will be met unless we have written to you with specific confirmation that it will. Confirmation that a special request has been noted or passed on to the venue or the inclusion of the special requests on your booking confirmation or any other documentation is not confirmation that the request will be met. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional upon the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special needs and requests.

8.2 If you or any member of your party has a medical condition or a disability which may affect your ability to complete the course, please tell us before you complete your booking so that we can advise you as to the suitability of the course(s) and, if applicable, training venue. In any event, you must give full details in writing at the time of booking. If the venue reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right on behalf of the venue concerned to decline the booking or, if full details are not given at the time of booking, cancel the booking when we become aware of these details.

8.3 Venues that show the Disabled Facilities symbol have had their facilities inspected by an approved independent inspector e.g. Tourism for All, or regional tourist boards. Other training venues that do have facilities for disabled guests may not have an official accreditation. We therefore strongly recommend you check with the training venue directly before booking to ensure the venue can meet all your requirements.

8.4 Guide dogs / support dogs are welcome but please make us aware of your requirements at the time of booking.

## 9 Personal information and security

9.1 We guarantee that any personal information you send to us online will be secure and safe.

9.2 Information that you provide to us must be true, accurate and complete. You agree to inform us of any changes in your details (contact details, address, telephone number or email address) by email as soon as possible.

9.3 It is important that your email address is correct and up-to-date as that is where we will send important information including your booking and payment confirmation. Email shall in all cases represent our primary form of communication with you. However, when requested, we shall provide such information by post to your nominated address.

9.4 Where the Client provides GPT with a correct email address GPT accepts no responsibility for your email settings and for subsequent non-receipt of one or more emails. It shall remain the responsibility of the Client to inform GPT if one or more emails are not received and/or read.

9.5 Where the Client provides GPT with an incorrect email address GPT accepts no responsibility for non-receipt of one or multiple emails.

9.6 Where the Client provides GPT with an incorrect Certificate Name or Postal Address GPT accepts no responsibility for the cost of re-issuing a replacement Certificate.

## 10 Confidential Information - Engagement of Employees and E-mail Communications

10.1 The parties recognise that it may be necessary for one party to disclose to another party information of a proprietary or confidential nature. Each party agrees to treat as confidential and not at any time for any reason, except with the approval of the other party to disclose or permit to be disclosed to any person or otherwise make use of any such proprietary or confidential information including but not limited to information relating to the parties, business affairs or finances or any such information relating to any subsidiary, supplier, customer, or client of the disclosing party.

10.2 The restrictions contained in clause 10.1 shall cease to apply to information which:

10.2.1 is available (otherwise than through the default of the provisions of clause 10.1 above) to the public generally at the time of disclosure.

10.2.2 is acquired from a third party (other than agents, employees, representatives or persons acting on behalf of the other party) having a bona fide right to disclose such information or is required to be disclosed by law.

10.3 Each party undertakes to safeguard all records of the other party whether in writing or in the form of electronic data. All such records will remain the exclusive property of the disclosing party.

## 11 Intellectual Property

11.1 The Parties hereby agree that ownership of all Intellectual Property Rights subsisting in any documentation, course notes of other training materials which have been developed by GPT are owned absolutely by GPT and the Client shall not make any copies or reproduce the documentation, course notes or training materials howsoever and shall not provide copies of the training materials or documentation to any third party.

11.2 At no time shall personal recording devices be allowed during the Course, including but not limited to visual or auditory devices such as mobile telephones, cameras and video cameras, dictaphones and other copying devices.

## **12 Warranties and Limitation of Liability**

12.1 GPT warrants that it shall provide the Course in a timely manner, with reasonable care and skill and to the best of its ability.

12.2 GPT shall not be liable, whether by way of indemnity or by reason of breach of contract, tort or breach of statutory duty or in any other manner for any consequential or indirect loss of whatever nature suffered by the Client or for special damages, or loss of profit or of any contract but nothing in this clause shall be construed as limiting or excluding GPT's liability for death or personal injury resulting from its negligence. The Client shall, on booking a course, accept that there is a minimal risk of needle-stick injury during practical sessions and exercises. GPT warrants that all sharp equipment used shall be new and sterile and therefore the risk of cross infection is minimal.

12.3 GPT's aggregate liability to the Client whether in contract, tort or breach of statutory duty in respect of any and all loss or damage suffered or incurred by the client shall not exceed a sum equal to the Fee paid in respect of the Course.

12.4 The Courses provided by GPT gives no guarantee or warranty whatsoever that successful completion of any or all of its Courses will result in the employment or engagement of the Client.

## **13 Status**

13.1 The relationship of GPT to the Client will be that of independent contractor and nothing in this Agreement shall create, or be deemed to create, a partnership, a joint venture or the relationship of principal and agent or employer and employee between the parties.

## **14 Term and Cancellation**

14.1 This Agreement shall come in to force at the time and on the day that your booking was initiated, either as a deposit payment or as a full payment, and shall remain in force unless or until terminated by either party pursuant to the provisions contained within this Agreement.

14.2 GPT may reschedule a Course date or venue, in exceptional circumstances and due to unforeseen circumstances, as detailed in Clause 2.2

14.3 If the Client wishes to cancel or reschedule a Course once the Course has been confirmed by GPT, then it must do so by written notice and with due reference and application of Clause 4 of these Terms and Conditions.

## **15 Data**

15.1 By accepting and agreeing to our Terms and Conditions you agree to us holding the data you input via our "Book a Course" page or "Manage my Booking" page, or provided via our Booking Form, Contact Form, by telephone or in writing. Personal information provided by you will only be used by GPT to enable us to contact you in relation to your course booking, future course and employment opportunities or in response to your course enquiries.

15.2 No information provided by you will be supplied to or used by a third party in any form, with the following exception. When you have registered and paid for a course, and on successful completion of that course, your name, address and relevant details will be registered with the awarding body in order that your certificate shall be prepared, printed and awarded to you.

## **16 Plagiarism**

16.1 The Client must ensure that any course work submitted to GPT is their own work and has not been copied from any third party or other source. In the event that the client plagiarises any third party materials then GPT shall advise the Client that they has failed the Course. Where these circumstances arise GPT does not give any warranty or guarantee that the Client shall be entitled to re-submit any work required to complete the course.

## **17 Copyright and database rights**

17.1 All content included on the website(s), such as text, graphics, files, logos, buttons, icons, images, audio and video clips, digital downloads, data compilations, e-learning material and software is the property of GPT Limited and is protected by copyright, authors' rights and database right laws. The compilation of all content on the website(s) are the exclusive property of GPT and is protected by United Kingdom and international copyright and database right laws.

17.2 You may not extract and/or re-utilise parts of the contents of our website(s). In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this website. You also may not create and/or publish your own database that features substantial parts of this website.

## **18 Force Majeure**

18.1 Where GPT is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure then it shall be excused the performance or the punctual performance as the case may be from the date of such notice for so long as such cause of prevention or delay shall continue.

18.2 Where the Client is unable to attend a course due to adverse events such as epidemics, pandemics and other natural disasters then the Client may request a free of charge transfer to another Course date and/or location subject to availability and subject to notification within 7 days of the original course start date.

18.2 Where the Client fails to attend a course due to adverse or extreme weather conditions and also the same adverse event affects a minimum of three or more Clients on the same course and at the same time then the Client may request a free of charge transfer to another Course date and/or location subject to notification by all affected attendees within 7 days of the original course start date.

## **19 Notices**

19.1 Any notice required to be given hereunder by the Client to GPT shall be in writing by email and shall additionally be served by sending, within 7 days, the same by registered or recorded delivery post to the published registered address on the website [www.geospace.com](http://www.geospace.com) and as given herein or to such other address as that party may have previously notified to the party giving notice as its address for such service.

19.2 All notices, documents and/or communications and any other data to be provided under this Agreement shall be in the English language unless otherwise agreed.

## **20 Governing law and disputes**

20.1 The construction validity and performance of this Agreement shall be governed in all respects by English Law and any litigation arising in any way out of or affecting this Agreement shall be subject to the exclusive jurisdiction of the English courts.