

Amac Course Terms and Conditions 2011

1. INTRODUCTION

- 1.1. Courses: Amacsports Limited ("Amac") is a provider of educational training courses and related materials and products ("Courses"). Courses can be delivered in-house at your premises, at public venues, or via the world-wide web ('the Web'). Courses may be bespoke ('bespoke Courses') or open ('Open Courses').
- 1.2. Course Details: Details of the Courses available from Amacsports Ltd are set out on the Website (www.amactraining.co.uk), as defined below.
- 1.3. Terms apply to all Courses: The following terms and conditions ('these Terms') shall be incorporated into all agreements for the provision of Courses by AMAC, including agreements which constitute 'distance contracts' (a 'Distance Contract') under the Consumer Protection (Distance Selling) Regulations 2000.

2. DEFINITIONS

- 2.1. Definitions: In these Terms, the following expressions shall have the meanings set against them unless the context is inconsistent therewith:
- (a) "Course Materials" means any documentation, articles, web pages, online modules or consulting project materials provided as part of a Course;
 - (b) "Amac Training and Learnstream" are trading names of Amacsports Ltd, whose registered office is at 2 Denne Hill Business Centre, Womenswold, Canterbury, Kent, CT4 6HD. References to Amac relate to Amac Training and/or Learnstream.
 - (b) "In-House & Open Courses" means Courses delivered face-to-face by Amac Tutors.
 - (c) "On-Line Courses" means Courses delivered via the Web;
 - (d) "Blended Courses" means Courses involving face-to-face delivery by Amac Tutors and delivery via the Web.
 - (e) 'You' means any person who uses the Website or whose order for Courses is accepted by Amac.
 - (f) "Website" refers either to the website at www.amactraining.co.uk or www.learnstream.co.uk, a service provided by Amac, or any other website controlled by Amac.
- 2.2. Delivery: "Delivery" means the time when Live Courses have commenced, or when Open Course Materials have been delivered, or when access to Online Course modules has been granted.
- 2.3. The Regulations: Any reference to a Regulation in these Terms is a reference to one of the Consumer Protection (Distance Selling) Regulations 2000.

3. YOUR ACCEPTANCE OF THESE TERMS

- 3.1. Acceptance: By registering to use the Website or by otherwise agreeing to be supplied with the Courses, you agree to be legally bound by these Terms, and that your use of the Website and the Courses will be on these Terms alone.
- 3.2. Amendment: Amac reserves the right to change these Terms from time to time. You are responsible for regularly reviewing these Terms and any amended terms posted on the Website or otherwise notified to you. Your continued use of the Website and/or the Courses constitutes your agreement to these Terms as amended. Amac will be bound by any amendment to these Terms only to the extent that such amendments have been approved in writing by a Director or the Company Secretary of Amac.

4. PRICE

- 4.1. Price List & Changes: Except as otherwise expressly agreed by Amac in writing, the price of each Course shall be the price listed in Amac's published price list current at the date of purchase (subject to any volume discounts set out in the price list). Save as otherwise expressly stated by Amac, the listed price includes VAT where applicable. The price of each Course is subject to change at any time at Amac's sole discretion prior to the date of purchase. You must check the Website or other published price list for the current prices before ordering any Courses.
- 4.2. Quotations: Quotations for In-House Courses are given on the basis of reasonable assumptions about costs. Notwithstanding any quotation, Amac may increase the invoiced price of In-House Courses in proportion to the difference between assumed costs and the actual costs (whether direct or indirect) incurred by Amac in the development, production or supply of the In-House Courses up to the date on which they are presented or delivered. All quotations for the supply of In-House Courses shall be valid for thirty (30) days from the date of the quotation by Amac. Amac reserves the right to alter prices after this date without giving prior notification.
- 4.3. Expenses: The following expenses (if incurred) shall be charged to you as separate items, unless otherwise indicated in our quotation or agreement:
- (a) production of Course Materials;
 - (b) cost of carriage of goods to support In-House Courses and all In-House Course Materials;
 - (c) any additional costs such as the hiring of equipment, the venue, or the cost of any extra consultancy and/or training time;
 - (d) any other additional costs (e.g. consultant travel costs, accommodation etc.);
 - (e) any additional material written for you in connection with your use of the Website;
 - (f) any additional programming or tailoring of any website, branding, the creation of chat room facilities, forums, or other special features;
 - (g) costs of administering website users;
 - (h) annual website and other maintenance and update charges.
- 4.4. Taxes: All prices shall be subject to the addition of Value Added Tax (where applicable) or any other tax payable.

5. PAYMENT

- 5.1. Time of Payment: Payment for all Courses shall be made no later than 4 weeks prior to the commencement of the programme unless an individual payment plan has been agreed. To secure your place on a course a non-refundable deposit or full payment needs to be received by Amac.

5.2. Non-payment: If for any reason payment is not within as set out above, all fees paid will be forfeit and the course place may be cancelled.

5.3. Method of Payment: Payment for all Courses shall be made in pounds sterling (or such other currency as agreed between you and Amac) by credit or debit card or such other method as may be specified by Amac (this is for retail purchases). Corporate Purchases are invoiced.

5.4. Security: For payment with Credit Card, Amac uses all reasonable efforts to safeguard the confidentiality of your credit or debit card details such as encryption technology and firewalls. However, "perfect" security does not exist on the Internet. Your credit card number and contact information will be provided to Worldpay Merchant Services or the relevant credit card company from time to time ("the Credit Card Company"). The Credit Card Company has its own privacy and data collection practices and Amac has no responsibility or liability for these independent practices.

6. ACCEPTANCE & CANCELLATION OF ORDERS FOR RETAIL/INTERNET PURCHASES ONLY

6.1. Offer and Acceptance: Neither the Website nor the Amac price lists constitute legally binding offers: Amac is under no obligation to accept your order for an On-Line Course or any other Course. Acceptance of your order shall take place only when Amac dispatches its acceptance of your order to you.

6.2. Cancellation Right: You have the right in accordance with Regulation 10 to cancel any Distance Contract made between us, which includes contracts made exclusively by means of the Internet, e-mail, fax, telephone or other means of distance communication. In accordance with the Regulations, notice of cancellation must be received by us during the Cancellation Period, which is the period ending on the expiry of SEVEN WORKING DAYS beginning with the day after the day on which the contract was concluded. In the event that a contract is cancelled pursuant to the Regulations, you will be responsible for returning any Course Materials at your own expense. Note, that if the course materials are damaged in anyway, their cost will be deducted from your refund.

6.3. Limit on Cancellation Right: Except as otherwise agreed between you and Amac, and in accordance with Regulation 13, you will not be able to cancel the contract in accordance with Regulation 10 once Delivery of the services has begun which is through face-to-face attendance on course or logging into Learnstream to access the course.

7. CANCELLATION PROCEDURE

7.1. Notice of Cancellation: Notice of cancellation of any Course must be given in accordance with Clause 17.

7.2. Cancellation Fee for open & In-house courses: Unless you cancel a Course within the Cancellation Period, cancellation will incur a cancellation fee based on the following [Enrolment onto a programme will be treated as one course, even though they may sold in smaller courses i.e. Professional Personal Trainer Diploma]:

(a) If you cancel up to 8 weeks prior to Delivery of the Course, there will be a cancellation fee of 25% of the total price payable by you

(b) If you cancel not more than 6 weeks but not less than 4 weeks prior to Delivery of the Course, there will be a cancellation fee of 50% of the total price payable by you

(c) If you cancel up to 4 weeks prior to Delivery of the Course, there will be a cancellation fee of 100% of the total price payable by you

(d) Cancellation for Blended Programmes: For the face-to-face training days as part of the blended courses, the above cancellation for face-to-face applies. For the Online courses assigned as part of the blended package, there is an automatic 12 month access period. Please see cancellation periods in clause

7.3. Nature of Cancellation Fees: You agree that the above cancellation fees constitute a genuine pre-estimate of the expenses likely to be incurred by us as a result of your cancellation.

7.4. In the unlikely event that Amac has to cancel a course including but not limited to where course numbers are below the recommended group size, a tutor is ill or a venue becomes unexpectedly unavailable, Amac may cancel a course and will offer you a choice of alternative dates. If these dates are not suitable for you Amac will provide a refund up to the value of the course (or the proportion of the diploma/award if booked as part of programme.)

7.5. There is no charge for transferring to an alternative face-to-face course dates, provided the request is received 4 weeks or more days before the start of the course.

7.6. Subject to clause 7.5 if a change of date is requested less than 4 weeks before the start date of a course, Amac may be unable to transfer your date in which case all fees paid to date will be forfeited and you will be liable to pay the course fee on re-booking of that face-to-face course.

8. ASSESSMENTS

8.1. Amac are not obliged to refund your money or offer you an alternative date if you fail to attend an exam.

8.2. If you fail or cancel an assessment or exam you will be charged the current rate for re-booking. It is your responsibility to re-book your assessment or exam and your booking will not be taken until full payment has been received. Bookings for scheduled theory exams need to be made 2 weeks in advance.

8.3. On some courses you will be required to bring participants for your practical assessment.

8.4. On some courses you will be required to submit a videoed assessment for which you would be responsible to organise and record.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Ownership: Amac or its licensors own all title, copyright and all other intellectual property rights (including without limitation, database rights, trade marks, patents, and designs (whether registered or unregistered) in and to all Course Materials. You acknowledge that you do not own and shall not acquire any title; copyright or any other intellectual property rights in and to the Website and/or the Courses or any Course Materials and you shall not modify, translate, adapt or otherwise amend the same otherwise than in accordance with applicable law.

9.2. Limited Licence: Except as otherwise expressly stated on the Website or in the Course Materials, the Courses, and the Course Materials are supplied for your private information and educational use. Any commercial use, copying, distribution, transmission or publication of the whole or any part of the Course Materials and/or the Website is strictly prohibited without the express prior written consent of Amac.

9.3. Software: Your use (including downloading) of any content or software in connection with the Courses is governed by the terms of the end user licence agreement (if any) which accompanies or is included with such content and/or software. You may not install or use any content or software that is accompanied by or includes a licence agreement unless you first agree to the terms of such licence agreement. You agree that the licensor of any software obtained via us and used by you in connection with the Courses shall have the right (in terms of the Contracts (Rights of Third Parties) Act 1999) to enforce the terms of that licence directly against you. For any content or software not accompanied by a licence agreement, Amac hereby grants to you a revocable personal non-transferable licence to use the content or software for viewing and otherwise in accordance with these Terms.

9.4. Trade Marks: The display of any trade names or trademarks on the Website or in any of the Course Materials does not imply that any licence has been granted to any third party in respect of the same. All other product or company names, devices, logos, icons, graphics or designs referred to on the pages of the Website or in any of the Course Materials are the trademarks of the respective owners and are exhibited only in such a manner as is intended to be for the benefit of such trademark owners. Amac intends no infringement of such trademarks. The appearance or absence of products, services, companies, organisations, home pages or other websites on the Website or any of the Course Materials does not imply any endorsement or non-endorsement thereof by Amac.

9.5. Search Programs: The deployment within the Website of any spider, robot, web crawler or other automated query program is forbidden except as may be necessary to identify the existence and general nature of the Website for ordinary internet search engine purposes.

9.6. Reservation of Rights: All rights not expressly granted to you under these Terms are reserved to Amac.

9.7. Amac will retain copyright on all authored material, unless otherwise agreed.

10. USE OF THE WEBSITE AND COURSES

10.1. Computer System: You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Courses and/or the Website, is compatible with the Courses and/or the Website and is capable of running the Courses and/or the Website content. You must not attempt to interfere in any way with the proper working of the Website and/or the Courses and in particular you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router, or any other internet connected device.

10.2. Course Changes: Amac reserves the absolute right to update, alter, suspend or discontinue any aspect of the Courses and/or the Website including your use of and/or access to it.

11. USER REGISTRATION

11.1. Learnstream Registration: In order to access and use the Website for an Open or Online Course, you will be sent user log-in details via email at the same time as booking confirmation if purchased online or within 2 working days if purchased via post or telephone.

11.2. Passwords: You are solely responsible in all respects for protecting the confidentiality of any password given to you or selected by you for access to or use of the Website and/or the Courses. Your password may only be used by you personally and you must not share it with or transfer it to any third parties. You are solely responsible for any and all activities that occur under your password and account. You must notify Amac immediately of any unauthorised use of your password or any other breach of security regarding the Website and/or the Courses which comes to your attention. Amac will not be liable for any loss that you may incur as a result of a third party using your password or account. However, you may be liable for losses incurred by Amac as a result of someone else using your password or account.

12. POSTING AND CHAT FACILITIES

12.1. Posted Materials: The following provisions apply to your use of any facilities which enable you to post or send text, graphics, audio-visual or other material ('Material') on the Website or to send Material to other users of the Website via e-mail, chat room, bulletin boards or other means.

12.2. Representations concerning Material: By submitting Material to the Website or to other users of the Website you (a) represent that you are entitled to do so; (b) grant us a non-exclusive, royalty-free, non-terminable licence to copy, modify, distribute, show in public and create derivative works from that Material in any form, anywhere; and (c) authorise us to adapt the relevant Material in the course of doing so, and so waive your moral rights to object to any derogatory treatment, or to be identified as the author, of the Material in question. Except as provided by the Data Protection Act 1998, Amac shall not be subject to any obligation of confidentiality with regard to Material posted by you.

12.3. Excluded Materials: You agree not to send Material to the Website or to other users of the Website which (a) might infringe the intellectual property or other rights of any person or entity, (b) might breach any applicable law (c) constitutes advertising or any form of unsolicited commercial communication (d) might cause damage or denial of use to any hardware or software, or (d) might be defamatory, profane, obscene, sexually oriented, racially offensive, harassing, threatening, abusive, 'flaming', false, misleading or otherwise objectionable in our opinion ('Excluded Material'). We reserve the right to delete any Excluded Material placed by you on the Website.

12.4. Our responsibilities in relation to Excluded Material: You accept that we do not have the resources to screen the Website for any Excluded Material posted by third parties and that we shall be under no liability in respect of such Excluded Material. We undertake to delete any Material which we decide (at our sole discretion) constitutes Excluded Material within a reasonable time of written notification by you of its presence on the Website.

13. INDEMNITY

13.1. You agree to indemnify Amac in respect of any costs, claims, demands, losses or liabilities (including reasonable legal fees) incurred by Amac as a result of or arising in any way from a claim by a third party which results from any breach by you of the provisions contained in these Terms.

14. WARRANTIES & SERVICE EXCLUSIONS

14.1. Warranties: Amac warrants that the Courses and the Website shall be provided with reasonable skill and care by qualified and experienced consultants and that the Course Materials will be of satisfactory quality and compliant with any sample Course Materials supplied to you for approval. If you place an order for Courses having been given the opportunity to examine sample Course Materials, Amac shall be under no liability with regard to the Course Materials as supplied unless such Course Materials are non-compliant with sample.

14.2. Uptime & Links: Amac will endeavour to make the Website and the Courses available but cannot guarantee that the Website and/or the Courses will operate continuously or without interruptions which could affect use of the Website and/or the Courses. The Courses and/or the Website may provide links to other websites, which are not under the control of Amac. Amac shall not be responsible in any way for the content of any such other websites. You acknowledge that Amac provides such links only as a convenience. The inclusion of any link does not imply any kind of endorsement by Amac.

14.3. Changes to Courses: Amac reserves the right to alter or cancel any Course or location prior to Delivery of that Course.

14.4. Service Exclusions: The Website and/or the Courses are provided for general information and illustrative purposes only and do not constitute financial, legal or other professional advice. Neither Amac nor any other Amac entity accepts any responsibility or liability for any loss which may arise from reliance on information contained on the Website and/or in the Courses.

14.5. Limited Warranties: The above warranties are Amac's only warranties and no other warranty or condition, express or implied, will apply to the supply of the Courses, the Course Materials, or any other matter covered by these Terms. No warranty is given that the Course Materials will be fit for any particular purpose. Your statutory rights as a consumer (if any) are not affected by these Terms.

15. LIMITATION OF LIABILITY

15.1. Unlimited Liability: Nothing in these Terms shall operate to exclude or limit Amac's liability for:

- (a) Death or personal injury caused by the negligence of Amac, its servants, agents, employees or subcontractors;
- (b) Any breach or contravention of the conditions implied by section 11 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (c) Fraudulent misrepresentation; or
- (d) Any breach of any implied term which cannot be excluded or limited.

15.2. Liability Exclusions: Subject to Clause 15.1, Amac shall not be liable to you or any third party for any loss of, damage to or costs in respect of:

- (a) Loss of profit, anticipated profits, revenues or anticipated savings, goodwill or business opportunity, or;
- (b) Loss of data, or;
- (c) Indirect or consequential loss or damage ; Regardless of whether any of the matters listed in (a), (b), and (c) above are foreseeable, known, foreseen or otherwise.

15.3. Total Liability: Subject to condition 15.1, the maximum liability of Amac arising out of or in connection with any agreement made pursuant to these Terms or any collateral contract, whether in contract, tort (in each case including negligence) or otherwise shall in no circumstances exceed either £1,000 or the sum paid by you to Amac, whichever is the lower.

15.4. Force Majeure: Neither party shall be liable to the other for any failure or delay in the performance of its obligations under these Terms caused by circumstances beyond that party's reasonable control.

16. TERMINATION & ACCESS RESTRICTION

16.1. Amac shall have the right, at any time by serving written notice on you (which notice may be served by the sending from our server of an e-mail to the e-mail address set out on enrolment), to cancel your registration and access to the Website and/or the Courses if you are in breach of any material term of these Terms. Amac reserves the right, in its sole discretion, to suspend your registration and/or access to the Website and/or the Courses at any time without notice.

17. NOTICES

17.1. Address for Notices: Notices to Amac should be sent to info@amactraining.co.uk or by post to the following address:

Amac
2 Denne Hill Business Centre
Womenswold
Canterbury
Kent
CT4 6HD

17.2. Form of Notices and Time of Receipt: Notices to you may be sent to you either by e-mail or to the postal address set out on the Enrolment Form. Notice will be deemed received twenty-four (24) hours after e-mail is sent or three (3) days after the date of posting.

18. LAW, DISPUTES AND JURISDICTION

18.1. These Terms (and all disputes, whether contractual or otherwise, arising out of or in connection with them) are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales to which jurisdiction the parties hereby irrevocably submit.