



sinergy  
training group  
*Turning people into stars*

# TERMS & CONDITIONS

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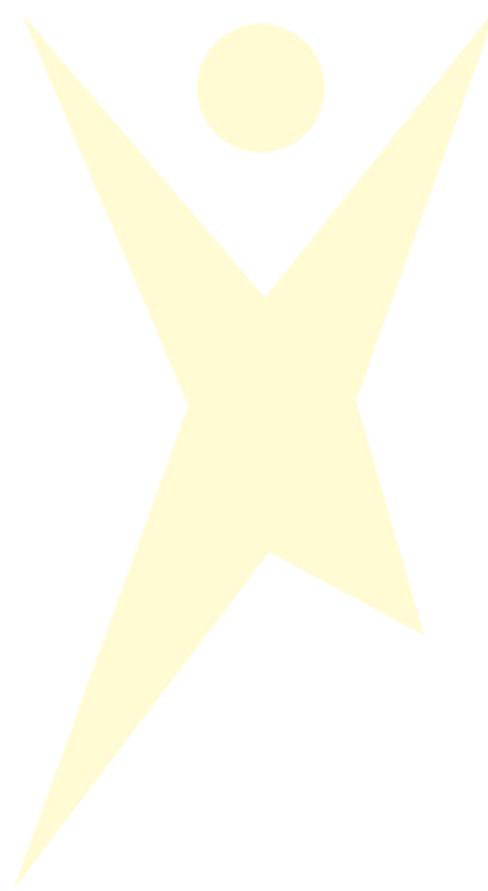
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## Definitions

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"Synergy Training Group" shall be referred to as STG within these terms and conditions.

"Company" shall mean the employer of the delegate or the company entering into this agreement for training.

"Course" shall mean any course of training arranged by STG.

"Delegate" shall mean any person accepted on a course where full payment has been received.

"Investment" shall mean the consideration payable for any course and is subject to the addition of VAT at the prevailing rate.

A course will have commenced when the first scheduled session is conducted.

## Acceptance of Terms

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No variation can be made to these terms without written consent of a Director of STG.

These terms of business are deemed to be accepted by the company by virtue of the completion of a registration form for training.

## Applicable Law

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English Law shall apply to the Contract and the parties agree to submit to the exclusive jurisdiction of the English courts.

## Cancellation, Rescheduling & Refund Policy

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### Rescheduling:

STG reserves the right to provide an alternative venue, presenter or instructor to those published.

Delegates may be substituted without penalty provided written notice is received 24 hours prior to commencement of the course to allow for the necessary administrative changes.

Should STG find it necessary to reschedule a course, the company or individual will be offered a place on the next available relevant course in the first instance, should this not be a viable option for the individual or company a full refund of fees will be made by STG.

Should the company need to reschedule an 'In House' Course, STG requires the company to provide at least 14 days' notice in advance of the course start date. Notice needs to be provided 'in writing' and provisional new dates provided to secure the availability of the instructor or presenter where possible for the rescheduled course. STG reserves the right to provide an alternative presenter or instructor in these cases.

#### Cancellation:

Cancellation of any course place must be made in writing. Emails to cancel should be sent to [operations@groupsynergy.co.uk](mailto:operations@groupsynergy.co.uk) at the earliest convenience to prevent administration fees being applied. Administration fees to cover costs are detailed below in the Refund section.

Should STG find it necessary to cancel a course, the company or individual will be offered a place on the next available relevant course in the first instance, should this not be a viable option for the individual or company a full refund of fees will be made by STG.

Should the company need to cancel an 'In House' Course the following refund policy applies.

#### Refunds:

Should an individual or company cancel a course attendance, STG reserves the right to charge a fee on the following basis:

*(Note: Due to the number of delegates on each course being restricted, late cancellation could damage or even cause a course to be abandoned hence our strict adherence to this policy).*

Refunds are NOT payable by STG if

- An individual delegate or company delegate on an "Open Course" withdraws - for whatever reason - during the 31 days prior to the start of the course, the fee remains payable in full.
- A company delegate on an 'In-House' event withdraws - for whatever reason - during the 31 days prior to the start of the course, the fee will require payment in full for each delegate withdrawn.

Refunds are payable by STG if

- STG cancels the course and the alternative course date and location are not suitable. A full refund will be made by STG.
- The individual or company cancel 'in writing' at least 32 days prior to the course date, however a 10% fee will be deducted to cover administrative and other associated costs before the refund is issued.

Refunds will be made in line with the above policy and will be made by STG within 14 days of the written cancellation notification or receipt.

## Consequential Loss

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STG does not accept responsibility for any claims for consequential loss suffered by the delegate and/or the company following the cancellation or postponement of a course.

The liability of STG for the cancellation or postponement of any course shall be limited to the course fees.

## Copyright

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STG reserves proprietary rights on all course notes and material provided for a company or delegate and no part of any course notes or material may be reproduced or transmitted in any form or by any means electronic mechanical photocopying recording or otherwise or stored in any retrieval system of any nature without the written permission of STG.

Should STG grant permission to use its materials then a License fee will be applied at a rate agreed by the Directors of STG and the company.

## Data Protection

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Synergy Training Group fully complies with The Data Protection Act 1998.

**The Data Protection Act 1998** gives you the right to know what information about you is held by companies. It also sets down rules for companies about how they handle your personal information. When you buy goods and services, or even just visit a website, the organisation's you deal with will collect information and data about you. This might include your name; address; and date of birth. Like it or not, many organisation's hold data about you.

### What data can you access?

You have a right to know what information companies hold about you. Asking for this data is known as making a subject access request. Under the Data Protection Act, companies must let you know what information is held about you, whether it is on computers or on paper. Companies are allowed to withhold certain information from you, for example:

- If it could identify someone else who does not want to be identified
- If you are being investigated for a crime
- If you want to access the records of your deceased relative

### Changing or removing inaccurate information

If you discover that an organisation holds inaccurate information about you, for example, it says that you are married when you are now divorced, you can ask it to correct, block or remove the information. You will need to write to the organisation and tell them of the inaccuracy, including proof where possible. If you do not get a reply or the information is still wrong, you may wish to contact the Information Commissioner and ask them to consider whether the organisation has breached the Data Protection Act.

### Stopping information about you being used

The Data Protection Act means that you have a right to ask an organisation not to hold or use information about you that causes substantial unwarranted damage or distress. If you do this, the organisation has 21 days to respond to your request, and can refuse only if the information that it holds about you is:

- with your consent
- necessary to agreeing or carrying out a contract
- necessary to carry out any legal obligation that applies to the organisation
- necessary to protect your vital interests

If you think that an organisation has breached the Data Protection Act then under Section 42 of the Data Protection Act you can make a complaint to the Information Commissioner's Office.

### Stopping unwanted direct marketing

You have a right to ask companies to stop unwanted direct marketing – whether it is by phone, post or email. Most companies keeping personal information about you will give you the chance to opt out of direct marketing. If you ask it not to use or pass on your information for direct marketing purposes it must not do so.

Currently there are generally two things you can do if you are a private individual receiving unsolicited marketing information through the post (junk mail):

You can register your details with the Mail Preference Service. Although it is not a legal obligation for Data Controllers to check the MPS before sending junk mail most reputable organisations will do so.

You can exercise your right under the Act to 'Prevent processing of your personal data for Direct marketing Purposes' (section 11 of the Data Protection Act).

When the new Consumer Rights Directive is implemented into English Law around 13 December 2013 one of the key prohibitions will be on pre-ticked boxes, thus reducing the risk of you inadvertently consenting to junk mail.

### Companies' responsibilities

Under the Data Protection Act, anyone who processes personal information must make sure that the information is:

- Adequate, relevant and not excessive
- processed fairly and lawfully
- obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.

- Accurate and up to date
- processed in accordance with the rights of data subjects under this Act
- not kept for longer than is necessary
- secure i.e. measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- Not transferred to other countries without adequate protection

## Registration, Payments & Joining Instructions

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Registration on a training course must be made by completing a registration form provided by STG.

Registration must be completed by a delegate and/or company before a place on the course can be allocated.

Registration will be deemed to have been accepted only when confirmed in writing or by email from STG.

STG reserves the right to refuse any registration without supplying a reason.

### Payment

Once your booking is confirmed, an invoice will be dispatched. Payments must be made in full on receipt of the invoice and become due 30 days after being raised. Note: Funds must have cleared the STG accounts at least 30 days prior to the planned course dates unless the course is taking place within 30 days, in which case payment becomes due immediately.

We accept payment by the following methods:

- Credit Card - Online payment
- Debit Card – Online payment
- Cheque
- BACS Transfer / Faster Payments

Please note that STG do not accept bank charges levied by the senders banking organisation: additional fees levied by your bank are at your expense and should not be deducted from the invoiced amount being paid to Synergy Training Group. The invoice value is payable in full and places will not be confirmed until full payment is received.

Payments made from countries outside of the UK by wire transfer make take additional time to be processed by the banking system (up to 7 days), therefore please ensure that invoices are expedited through your accounts systems to allow adequate time for the full invoice value to be delivered to STG's account by close of business on the due date shown on the invoice.

### Late Payment of Invoice

Please ensure payments are made by the due date as stated on the invoice. Places cannot be confirmed or held open if payment has not been received in full by the due date.

## Joining Instructions

Once we have received your booking confirmation, we will send joining instructions to you via email.

### Public Courses

- Contains a venue map, along with details of local transport and parking directions.
- A Full Course Focus and a breakdown of the sessions.
- A couple of weeks before you are due to attend; we will contact you, via email, just to remind you about your course and check all of your preparations are going to plan.

### In House Courses

- A pack containing further information on your course.
- A Full Course Focus and breakdown of the sessions
- A couple of weeks before you are due to attend; we will contact you, via email, just to remind you about your course and check all of your preparations are going to plan.

An invoice will accompany confirmation by STG of registration.

Payment for all training booked and confirmed by the client must be made 30 days prior to the training course booked taking place. Payment can be made by Credit/Debit Card, Bank Transfer or by cheque. Credit terms by prior arrangement only.

Payment is payable immediately should the bookings be less than 30 days from the course start date.

A delegate may lose a place on the course if payment has not been made.

## Privacy Policy / Cookies

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It is the policy of Synergy Training Group Ltd to respect the privacy of its visitors and existing and potential customers and understand that they have a choice as to whether they wish to receive communications from us or not.

### Required Cookies:

There are no required cookies to make this site work. However this does not mean there are not functionality cookies.

### Functionality Cookies:

These cookies allow functionality to be added to the site which may not be available if the cookies did not exist.

Previous action - This expires when the user closes their browser. Records the users last action in terms of forms (i.e. search, submit)

Previous page - This expires when the user closes their browser. Records the last page the user was on. Used for on page navigation

### **Analytics Cookies:**

Google Analytics is being used to obtain browsing behaviour.

### **What is a cookie?**

Cookies are harmless pieces of information stored on your computer. They may contain information such as the username you use when visiting a particular site, or keep track of the number of times you have visited a site. Cookies can only be read by you, or the web site that created the cookie in the first place.

### **Why do you use cookies?**

We use cookies to store a unique identity code for your basket. This allows us to securely keep track of the items in your basket, so that you can easily recommence your order if anything goes wrong half way through the shopping process. It also enables you to store items in your basket from different merchants who use the same shopping system. We also use cookies to enable us to provide a members only area. Cookies enable you to stay logged in whilst you browse the members-only areas.

### **This hasn't been a problem with other sites...**

Most websites don't use cookies as they are 'static', i.e. they just display information. Most 'dynamic' sites where the information changes according to the choices you make on the website use cookies to store information about you. Nearly all shopping sites and other highly functional websites use cookies. The exceptions are those sites (e.g. eBay, online banks and some very large shopping sites) where membership is usually required before you can purchase. With these sites the information normally stored in a cookie is stored against the customer's account on the webserver instead... and this is arguably a greater privacy issue than cookies!

### **Are cookies a security risk?**

No, they are not. Some people believe that they are, however, this is a common misconception, propagated largely by an ill-informed press. In reality, the worst security risk you are likely to face from cookies is that a website owner will be able to 'tag' your browser when you enter their site and find out how often you visit and, perhaps, what pages you like to look at. You may see this as an invasion of your privacy, but it is hardly a security risk. That website owner still cannot access any information about you, except what you knowingly give them by filling in forms. What's more, cookies can generally only be accessed by the web server that set them. So, you still have control over what information you give out, and to whom.

### **I've been told that cookies are spyware. Is this true?**

No. Cookies are NOT spyware. Cookies are information sent by the server to the browser to be stored in a text file on the user's hard drive. Cookies cannot: be viruses; steal credit card information; steal banking information; or see what software you have on your computer. A cookie is just a file with textual information set by the server. As explained above, the most a cookie can do is to pass information between pages within a single website/domain. Some companies use this to provide targeted adverts and/or popups.

The main reason some people object to cookies being used is that they provide an indication (to people who have direct access to your PC) to which websites you have visited, but then again, so do the temporary Internet files that your browser generates. If you have been browsing websites that you don't potentially want others to know about, simply delete the temporary files and cookies once you have finished (under tools, internet options).

### **Do cookies take up space on my hard-drive?**

Yes, but it's only a tiny amount and your browser will limit the size of your cookies folder automatically. Also, bear in mind that every webpage you visit is stored temporarily in your browser's cache directory and, depending on your system settings, this can occupy several MegaBytes. Cookies, however, usually won't occupy more than, say 100 Bytes. As a rough guide, that's about 1/400th of the size of an average webpage and 1/50,000th of the size of an average cache directory.

### What should I do to enable cookies?

To use the shopping system on our site, you must ensure that your computer will accept cookies. Most internet browsers (for example Microsoft Internet Explorer) will allow you selectively allow and disallow cookies. If you use Internet Explorer, then you can enable cookies by:

Go to the 'Tools' menu

Click on 'Internet Options'

Click 'Privacy'

Move the slider to a lower setting.

I've updated my settings, but it's still not working...

If you have enabled cookies, and you still cannot use our shopping system, then please do one of the following:

Ensure that your firewall, anti-spyware and other security software are not blocking all cookies.

Try updating/reinstalling Internet Explorer or installing another browser such as Mozilla Firefox.

Try using a different computer - another computer may be setup differently and will allow you to use the shopping basket.

### Your Information

From time to time, you may be asked to submit personal information about yourself (e.g. name and email address etc) in order to receive or use services on our website. Such services include newsletters, competitions, "Monthly Update Emails", live chats, forums and membership (e.g. for support services). Users' e-mail

## Termination

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Either party may terminate (without limiting any other remedy) at any time by giving written notice to the other if the other commits any breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

## Trainer and/or Assessor Selection

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Selection of a trainer and/or assessor shall be at the discretion of the STG. Every effort will be made to maintain continuity, but it may be necessary to change the trainer and/or assessor during the period of training/assessment.

## Warranties and Liabilities

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STG warrants that the courses will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with generally accepted industry standards and within the times referred to in the registration form.

STG makes no warranty of any kind with respect to the courses and hereby expressly excludes all other warranties, conditions, all other terms or guarantees, written or oral, express or implied, statutory or otherwise including without limitation, any implied warranties, conditions, all other terms or warranty of merchantability, satisfactory quality or fitness for a particular purpose of the course or course material.

STG shall have no liability to the company for any loss, damage, costs, expenses or other claims for compensation arising from any course material or instructions supplied by the Company which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Company.

Except in respect of death or personal injury caused by STG's negligence, or as expressly provided in these Conditions, STG shall not be liable to the Company or the delegate by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of STG, its servants or agents or otherwise) which arise out of or in connection with the provision of the course (including any delay in providing or failure to provide the course or their use by the Company and the entire liability of STG under or in connection with the Contract shall not exceed the amount of the charges for the provision of the course, except as expressly provided in clause 3.

STG shall not be liable to the Company or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform, any of STG's obligations in relation to the course, if the delay or failure was due to any cause beyond STG's reasonable control.

## General

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These conditions (together with those, if any, set out in the Registration Form) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

STG and the Company shall, at all times, in the performance of the Contract, conform with all applicable statutory and regulatory requirements including but not limited to the Data Protection Acts 1984 and 1998 and any statutory amendment or re-enactment of them.

STG shall be entitled to assign or transfer the Contract and/or any rights hereunder at any time. The Company may not assign or transfer the Contract and/or any rights hereunder without STG's written consent and any attempt to do so without such consent shall be void.

A notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of these conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

This Contract is made solely for the benefit of STG and the Company and their respective successors and permitted assigns. No other person shall acquire or have any right under or by virtue of this Contract, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## Synergy Training Group Contact Details

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Postal Address: PO Box 16824, Birmingham, B28 1EL

Tel: 0121 605 7533

Registered Company Address: Plaza Buildings, Lee High Road, London. SE13 5PT

[www.groupsynergy.co.uk](http://www.groupsynergy.co.uk) or email us at [operations@groupsynergy.co.uk](mailto:operations@groupsynergy.co.uk)

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