

## **BCSA Training Course terms and conditions**

### **1. Booking Confirmation and Payment**

1.1 All course bookings are subject to availability and shall be binding once confirmed in writing (which shall include email communications) by BCSA.

1.2 The Fees for the course shall be as set out in BCSA's booking confirmation or invoice.

1.3 Unless otherwise agreed in writing, Fees are payable in full within 30 days of invoice and in any event prior to the course start date.

1.4 BCSA reserves the right to refuse admission to any delegate where Fees have not been paid in full by the due date.

1.5 Without prejudice to any other rights or remedies, BCSA may charge interest on overdue sums at the rate of 4% per annum above the Bank of England base rate, accruing daily from the due date until payment is made.

### **2. Cancellation by the Customer**

2.1 The Customer may cancel a confirmed booking by giving written notice to BCSA.

2.2 Cancellation charges shall apply as follows:

- (a) More than 30 days before the course start date: no cancellation charge and any Fees paid shall be credited in full towards a future course;
- (b) Between 15 and 30 days before the course start date: 50% of the Fees shall be payable;
- (c) Fewer than 15 days before the course start date, or failure to attend: 100% of the Fees shall be payable.

2.3 In lieu of cancellation, the Customer may substitute a delegate at no additional charge at any time up to 48 hours prior to the course start date by written notice.

2.4 Where cancellation charges apply under clause 2.2 and the Fees have not yet been paid, BCSA shall be entitled to invoice the applicable cancellation charge and the Customer shall pay it in accordance with clause 1.3.

2.5 The Customer acknowledges that the cancellation charges set out above represent a reasonable and proportionate allocation of risk reflecting trainer allocation, venue commitments, administrative costs, and the reduced opportunity to re-sell course places at short notice.

### **3. Cancellation or Suspension for Non-Payment**

3.1 If the Customer fails to pay any sum due under these Terms by the due date, BCSA may:

- (a) suspend the Customer's booking and/or refuse attendance at the course;
- (b) cancel the booking by written notice; and/or
- (c) allocate any payments received to such invoices as BCSA sees fit.

3.2 Where BCSA cancels a booking pursuant to clause 3.1 and the non-payment occurs fewer than 30 days before the course start date, the cancellation shall be treated as a cancellation by the Customer for the purposes of clause 2.2 and the applicable cancellation charges shall apply.

3.3 Cancellation under this clause shall not affect BCSA's right to recover any unpaid Fees or applicable cancellation charges.

### **4. Cancellation or Rescheduling by BCSA**

4.1 BCSA reserves the right to cancel or reschedule a course where:

- (a) the minimum number of delegates required for the course has not been met;
- (b) a trainer becomes unavailable due to illness or circumstances beyond BCSA's reasonable control; or
- (c) events occur which make delivery of the course impracticable or commercially unviable.

4.2 BCSA shall use reasonable endeavours to notify the Customer of cancellation or rescheduling as soon as reasonably practicable.

4.3 Where BCSA cancels a course (other than pursuant to clause 3), the Customer may elect either:

- (a) to transfer the booking to an alternative course date (subject to availability);  
or
- (b) to receive a full refund of the Fees paid for the cancelled course.

4.4 Where BCSA reschedules a course and the Customer is unable to attend the rescheduled date, the Customer shall be entitled to a full refund of the Fees paid.

4.5 BCSA's total liability arising out of cancellation or rescheduling of a course (other than cancellation under clause 3) shall be limited to the refund of the Fees paid for the affected course. BCSA shall not be liable for any indirect or consequential loss, including (without limitation) travel, accommodation, loss of profit, or loss of business.