



TERMS AND CONDITIONS FOR TRAINING COURSE BOOKINGS

These Terms apply to all bookings for in-person training courses, workshops and related face-to-face training services supplied by AURORA ENERGY SERVICES LIMITED (company number SC734491) whose place of business is at 34 Longman Drive, Inverness, IV1 1SU (we, us, our).

Table of Contents

1. About these Terms	1
2. Definitions	1
3. Basis of Contract	1
4. Course Information	2
5. Prices, VAT and Payment	2
6. Attendees, Substitutions and Attendance	2
7. Health, Safety and Fitness to Attend	2
8. Course Delivery, Minor Changes and Materials	2
9. Cancellation or Rescheduling by Us	3
10. Consumer Cancellation Rights	3
11. Customer Cancellation, Transfers and No-Shows	3
12. Certificates, Accreditation and Outcomes	4
13. Intellectual Property and Use of Materials	4
14. Complaints	4
15. Data Protection	4
16. Liability	4
17. Force Majeure	5
18. General	5
19. Governing Law and Jurisdiction	5

1. About these Terms

- 1.1 These Terms apply whether the booking is made online, by email, by telephone or in person.
- 1.2 These Terms govern the contract between us and:
 - a) a Consumer, being an individual acting wholly or mainly outside their trade, business, craft or profession; or
 - b) a Business Customer, being a person or organisation acting for purposes relating to a trade, business, craft or profession.
- 1.3 Please read these Terms carefully before making a booking. By making a booking, you agree to these Terms.
- 1.4 If you are booking on behalf of another person or organisation, you confirm that you have authority to bind that person or organisation to these Terms.
- 1.5 These Terms are intended to create a clear and fair framework for bookings, attendance, cancellation, rescheduling and delivery of our training services.

2. Definitions

In these terms and conditions:

Attendee means any individual registered or nominated to attend a Course.

Booking means your order or request to reserve one or more places on a Course.

Booking Confirmation means our written acceptance of your Booking, including by email.

Business Customer has the meaning given in clause 1.2(b).

Consumer has the meaning given in clause 1.2(a).

Course means any in-person training course, seminar, workshop or other face-to-face training session provided by us.

Course Date means the scheduled date or first date of the relevant Course.

Course Fee means the price payable for the Course as set out in our quotation, booking page, proposal, booking form or Booking Confirmation.

Materials means any handouts, manuals, slides, notes, templates, workbooks or other materials made available by us in connection with a Course.

Venue means the location at which the Course is delivered.

3. Basis of Contract

3.1 Information on our website, brochures, proposals and marketing materials is an invitation to treat and not a binding offer.

3.2 A Booking submitted by you is an offer to purchase a place on a Course subject to these Terms.

3.3 No contract is formed unless and until we issue a Booking Confirmation. A common training-sector approach is to make clear that the contract is formed only when written confirmation is issued.

3.4 We may refuse any Booking before issuing a Booking Confirmation, including where:

- a) places are unavailable;
- b) eligibility or prerequisites are not met;
- c) pricing or Course information has been incorrectly stated;
- d) we reasonably believe the Booking is not genuine; or
- e) we reasonably consider the proposed attendance unsuitable, unsafe or inappropriate for the Course.

3.5 These Terms apply to the exclusion of any other terms which you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, except where we expressly agree otherwise in writing and subject always to applicable law.



4. Course Information

4.1 We will use reasonable efforts to ensure that information describing the Course is accurate at the time it is published or provided to you.

4.2 Course descriptions may include learning objectives, indicative content, intended audience, prerequisites, timings, Venue details and what is included in the Course Fee.

4.3 It is your responsibility to ensure that the Course is suitable for your needs and that any Attendee can meet the stated prerequisites, if any.

4.4 Unless expressly stated otherwise, the Course Fee includes attendance at the Course and standard Materials only. Travel, accommodation, subsistence, parking and other incidental costs are not included.

5. Prices, VAT and Payment

5.1 The Course Fee shall be the price stated on our website, quotation, proposal, booking form or Booking Confirmation.

5.2 All prices are stated exclusive of VAT unless expressly stated otherwise. VAT shall be charged where applicable at the prevailing rate.

5.3 Unless we agree otherwise in writing, payment must be made in full before the Course Date.

5.4 Where we agree to invoice a Business Customer, the invoice must be paid within **14 days** of the invoice date and in any event before the Course Date, unless the Booking Confirmation states a different payment deadline.

5.5 We may require a non-refundable deposit to secure a place on a Course or a private group booking. If so, this will be stated before the Booking is accepted.

5.6 If any sum due is not paid on time, we may:

- a) suspend performance of the contract;
- b) refuse entry to the Course;
- c) release reserved places;
- d) cancel the Booking; and/or
- e) charge interest and recovery costs where permitted by law.

5.7 For Business Customers, overdue sums may accrue interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 where applicable. Comparable market training terms use that approach.

6. Attendees, Substitutions and Attendance

6.1 The person making the Booking is responsible for ensuring that all Attendee details provided to us are accurate and complete.

6.2 A Business Customer may substitute an Attendee by written notice to us at least 3 working days before the Course Date, provided the substitute Attendee satisfies any stated prerequisites and the

substitution does not materially increase our cost or administrative burden.

6.3 A Consumer may request substitution of an Attendee, and we may agree to such substitution at our discretion acting reasonably.

6.4 We may refuse a substitution where:

- a) the substitute does not meet Course requirements;
- b) the Course is personal to the original Attendee;
- c) regulatory, accreditation or capacity constraints prevent the substitution; or
- d) the request is made too late for us reasonably to process it.

6.5 Attendees must arrive on time and comply with all joining instructions, Venue rules, health and safety requirements and reasonable instructions given by our trainers or Venue staff.

6.6 We may refuse admission to, or require the removal of, any Attendee whose behaviour is disruptive, abusive, unsafe, discriminatory, intoxicated, unlawful or otherwise prevents us from delivering the Course properly. Market training terms commonly reserve such a right.

6.7 Where an Attendee is refused admission or removed under clause 6.6, no refund shall be due unless required by law.

6.8 If an Attendee fails to attend, arrives late, leaves early or does not participate to the extent reasonably required for the Course, we shall have no obligation to refund any part of the Course Fee. Market examples commonly provide for refusal of entry or no refund for lateness or non-attendance.

7. Health, Safety and Fitness to Attend

7.1 Each Attendee must be physically and mentally fit to attend and participate in the Course.

7.2 You must notify us before the Course Date of any access requirements, reasonable adjustment needs, allergies or other relevant circumstances that may affect attendance or participation.

7.3 We will use reasonable efforts to accommodate notified requirements where reasonably practicable, but we do not guarantee that every Venue or Course format will be suitable for every need.

7.4 We may refuse attendance where it is reasonably necessary to protect the health, safety or welfare of the Attendee, other attendees, our staff or the Venue.

8. Course Delivery, Minor Changes and Materials

8.1 We will provide the Course with reasonable care and skill.

8.2 We may make minor changes to:

- a) the Course timetable;
- b) the order of topics;
- c) the trainer;



- d) the Venue within a reasonable geographic area; or
- e) the Materials,

where such changes do not materially alter the overall nature of the Course.

8.3 We may update Course content from time to time to reflect legal, technical, professional, accreditation or operational developments.

8.4 We will provide any Materials in the format we consider appropriate. Materials are supplementary only and do not constitute legal, regulatory, medical, financial or other professional advice unless expressly stated otherwise.

8.5 Official guidance warns that overly broad rights to vary course content, delivery or price after the customer is bound may be unfair, so this clause should remain limited to reasonable and proportionate changes.

9. Cancellation or Rescheduling by Us

9.1 We may cancel, postpone, change the Venue of, or reschedule a Course where reasonably necessary, including because of:

- a) trainer illness or unavailability;
- b) Venue unavailability;
- c) insufficient bookings;
- d) events outside our reasonable control;
- e) safety concerns; or
- f) circumstances affecting lawful or proper delivery of the Course.

9.2 If we cancel a Course before it starts and do not offer a suitable alternative, we will refund the Course Fee paid for the affected Course.

9.3 If we reschedule a Course or make a material change to it, you may:

- a) accept the revised arrangements;
- b) transfer the Booking to another available Course of equivalent value; or
- c) cancel and receive a refund of the Course Fee paid for the affected Course.

9.4 Unless otherwise required by law, we are not responsible for indirect or consequential losses arising from cancellation or rescheduling, such as travel, accommodation, loss of income, loss of profit or wasted management time. Some market terms similarly disclaim responsibility for attendee travel or accommodation costs.

9.5 Nothing in clause 9.4 limits any non-excludable rights of a Consumer.

10. Consumer Cancellation Rights

10.1 This clause 10 applies only where the person making the Booking is a Consumer.

10.2 If the Booking is made online, by telephone, by email or by another distance method, the contract

may be a distance contract to which the Consumer Contracts Regulations 2013 apply. Official guidance states that where enrolment takes place at a distance, the requirements of the Consumer Contracts Regulations 2013 must be complied with, including cancellation rights.

10.3 Subject to clauses 10.4 to 10.8, a Consumer may cancel the contract within 14 days after the date of the Booking Confirmation without giving any reason.

10.4 If a Consumer wishes the Course to be performed within the 14-day cancellation period, the Consumer must make an express request for us to do so.

10.5 If the Consumer cancels after making such an express request and after we have begun performing the services, the Consumer must pay us a proportion of the Course Fee reflecting the services supplied up to the time of cancellation, as permitted by law.

10.6 If the Course has been fully performed within the 14-day cancellation period following the Consumer's express request and acknowledgment, the Consumer shall lose the right to cancel to the extent permitted by law.

10.7 To exercise the right to cancel, the Consumer must inform us by a clear written statement before the cancellation period expires.

10.8 We will reimburse sums properly due to the Consumer within 14 days after receiving the cancellation notice, using the same means of payment unless otherwise agreed.

10.9 After expiry of the 14-day cancellation period, or where the statutory cancellation right does not apply, a Consumer may still cancel a Booking under clause 11, subject to the cancellation charges set out there, provided those charges are fair and proportionate.

11. Customer Cancellation, Transfers and No-Shows

11.1 This clause applies to all cancellations other than a valid statutory cancellation under clause 10.

11.2 Any request to cancel or transfer a Booking must be made in writing.

11.3 Subject to clause 10, if a Consumer cancels a Booking:

- a) more than 15 days before the Course Date, we will refund the Course Fee less an administration fee of 10%;
- b) between 5 and 15 days before the Course Date, we may retain 50% of the Course Fee;
- c) less than 5 days before the Course Date, no refund shall be due.

11.4 If a Business Customer cancels a Booking:



- a) more than 15 days before the Course Date, we will refund the Course Fee less an administration fee of 10%;
- b) between 5 and 15 days before the Course Date, we may retain 50% of the Course Fee;
- c) less than 5 days before the Course Date, the full Course Fee shall remain payable.

11.5 Instead of cancelling, we may in our discretion allow one transfer to another Course date, provided the request is made at least 10 days before the Course Date and the replacement Course takes place within 6 months.

11.6 Transfer requests made by a Business Customer less than 10 days before the Course Date may be refused or made subject to a transfer fee.

11.7 If an Attendee does not attend the Course, arrives too late to participate properly, or is absent for part of the Course, this shall be treated as a no-show and no refund shall be due.

11.8 Market training terms commonly impose 100% charges for non-attendance and short-notice cancellations and allow substitutions instead.

11.9 Any charges under this clause must be read subject to applicable consumer law and shall not affect any rights that cannot lawfully be excluded.

12. Certificates, Accreditation and Outcomes

12.1 Where the Course includes a certificate of attendance or completion, such certificate may be made conditional on:

- a) full attendance;
- b) punctual attendance;
- c) satisfactory participation;
- d) successful completion of any required assessment; and/or
- e) compliance with any relevant awarding body or accrediting body rules.

12.2 Completion of a Course does not guarantee that an Attendee will:

- a) pass an examination or assessment;
- b) obtain a qualification, licence, accreditation or regulatory approval;
- c) secure employment, promotion or any particular commercial outcome; or
- d) meet any legal or professional requirement unless the Course description expressly and accurately states otherwise.

12.3 Market training terms commonly state that attendance does not guarantee external or regulatory outcomes, and some certification regimes depend on participation and assessment requirements.

13. Intellectual Property and Use of Materials

13.1 All intellectual property rights in the Courses and Materials belong to us or our licensors.

13.2 We grant Attendees a limited, non-exclusive, non-transferable licence to use the Materials for their own personal learning or internal business training purposes only.

13.3 Unless we agree otherwise in writing, you must not:

- a) copy, reproduce, publish, distribute or sell the Materials;
- b) record the Course;
- c) adapt, translate or create derivative works from the Materials;
- d) use the Materials to create or deliver competing training; or
- e) remove any copyright or proprietary notices.

13.4 Nothing in these Terms transfers ownership of any intellectual property rights to you.

14. Complaints

14.1 If you have a complaint about a Course, please notify us in writing as soon as reasonably possible and, where practicable, during or immediately after the Course so that we have an opportunity to investigate and address the issue promptly.

14.2 We will review complaints in good faith and respond within a reasonable time.

14.3 Nothing in this clause prevents a Consumer from exercising any statutory rights.

15. Data Protection

15.1 We will process personal data in accordance with applicable data protection law and our privacy notice, as updated from time to time.

15.2 You must ensure that you have lawful authority to provide us with Attendee personal data for the purposes of administering the Booking and delivering the Course.

15.3 We may use Attendee contact details and other relevant information for legitimate booking administration purposes, including issuing confirmations, joining instructions, certificates and post-course communications relevant to the Booking.

16. Liability

16.1 Nothing in these Terms excludes or limits liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;
- c) breach of any term implied by law that cannot lawfully be excluded; or
- d) any other liability which cannot lawfully be excluded or limited.



16.2 Subject to clause 16.1, our total liability arising out of or in connection with any Booking or Course shall not exceed the total Course Fee paid or payable for the relevant Course.

16.3 Subject to clause 16.1, we shall not be liable for:

- a) loss of profit;
- b) loss of sales or business;
- c) loss of agreements or contracts;
- d) loss of anticipated savings;
- e) loss of use or corruption of software, data or information;
- f) loss of goodwill; or
- g) any indirect or consequential loss.

16.4 Clause 16.3 applies fully to Business Customers.

16.5 In relation to Consumers, clauses 16.2 and 16.3 apply only to the extent permitted by law and shall not exclude liability for losses that are a foreseeable consequence of our breach of contract or failure to use reasonable care and skill.

16.6 Official guidance warns that terms which seek unreasonably to limit liability for failure to comply with obligations may be open to challenge under consumer fairness rules, so consumer liability wording should remain balanced.

17. Force Majeure

17.1 We shall not be liable for delay, failure or interruption in performing our obligations where this results from events beyond our reasonable control, including fire, flood, epidemic, pandemic, severe weather, industrial dispute, civil unrest, terrorism, war, interruption to utilities, transport disruption, government action or Venue closure.

17.2 Where such circumstances arise, we may suspend, reschedule or cancel the affected Course. If we cancel the Course and do not provide a suitable alternative, we will refund the Course Fee paid for that Course.

18. General

18.1 We may amend these Terms from time to time, but the version that applies to a Booking will be the version made available to you before the Booking Confirmation unless a change is required by law or expressly agreed with you.

18.2 If any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

18.3 A delay or failure by us to exercise any right shall not waive that right.

18.4 A person who is not a party to the contract shall have no rights to enforce it, except where expressly stated otherwise.

18.5 These Terms constitute the entire agreement between the parties in relation to the Booking and

supersede all prior discussions, correspondence and understandings relating to it, save in the case of fraud.

18.6 If you are a Business Customer, you may not assign or transfer your rights or obligations without our prior written consent.

18.7 We may assign or transfer our rights and obligations under these Terms to another organisation, provided that this does not adversely affect your rights.

19. Governing Law and Jurisdiction

19.1 These Terms and any contract formed under them shall be governed by the law of Scotland.

19.2 If you are a Business Customer, the courts of Scotland shall have exclusive jurisdiction over any dispute arising out of or in connection with these Terms or any contract formed under them.

19.3 If you are a Consumer, you may bring proceedings in the Scottish courts and you may also have any mandatory rights to bring proceedings in the courts of the part of the United Kingdom in which you live.