STAND & DELIVER

Learning & Development

Terms & Conditions of Sale

Version 1.0 | June 2025

Applies to	All bookings for Stand & Deliver training and ILM accredited programmes
Governing law	England and Wales
Effective date	June 2026
Replaces	Any previously issued booking terms or conditions of sale
Contact	Louise Jolly | info@standanddeliver.co.uk | 01254 693999

These Terms & Conditions of Sale ('Terms') set out the basis on which Stand & Deliver Learning & Development ('Stand & Deliver', 'we', 'us' or 'our') provides training and development programmes, including ILM accredited qualifications, to clients and individual delegates ('you' or 'the Client'). Please read them carefully before making a booking.

By confirming a booking, whether verbally, by email, by completion of a booking or registration form, or by payment of any sum, you agree to be bound by these Terms in full.

1. Definitions

In these Terms, the following words and expressions have the meanings set out below:

Accredited Programme	Any programme leading to an ILM qualification at Level 2, 3, 4 or 5, delivered by Stand & Deliver as an ILM approved centre.
Award / Certificate / Diploma	The relevant ILM qualification type, as described in the course information provided to you.
Booking	A confirmed request to reserve one or more places on a Programme.
Booking Confirmation	Written confirmation (including by email) from Stand & Deliver confirming receipt and acceptance of a Booking.
Centre	Stand & Deliver in its capacity as an ILM approved assessment centre.
Client	The organisation or individual that makes a Booking and is responsible for payment.
Consumer	An individual who books a place in a personal capacity wholly outside any trade, business, craft or profession, as defined in the Consumer Rights Act 2015.
Delegate	The individual attending the Programme, who may be the same person as the Client.
Fee	The total amount payable in respect of a Booking, as confirmed in writing.
ILM	The Institute of Leadership and Management, a City & Guilds Group business and the awarding organisation for all accredited qualifications delivered by Stand & Deliver.
ILM Registration Fee	The fee payable to ILM to register each Delegate on the relevant qualification, which is included in the Fee unless expressly stated otherwise.

In-House Programme	A Programme delivered at the Client's premises or a venue nominated by the Client, exclusively for the Client's personnel.
Programme	Any training course, workshop, coaching programme, ILM accredited qualification or other learning and development service provided by Stand & Deliver.
Public Programme	A Programme run at a venue organised by Stand & Deliver and open to Delegates from multiple organisations.
Walled Garden	The ILM secure online portal used for learner registration, certification and administration.
Working Day	Any day other than a Saturday, Sunday or public holiday in England and Wales.

2. About Stand & Deliver

Stand & Deliver Learning & Development is a trading name of Stand & Deliver Limited, established in 1993. We are an ILM approved centre delivering accredited leadership, management and coaching qualifications at Levels 2, 3, 4 and 5. We also deliver a wide range of non-accredited business skills and management development programmes.

Our registered address and centre details are:

Registered name	Stand & Deliver Learning & Development
Address	Daisyfield Business Centre
Telephone	01254 693999
Email	info@standanddeliver.co.uk
Website	www.standanddeliver.co.uk
ICO Registration	ZB865829

3. Formation of Contract

A legally binding contract is formed between Stand & Deliver and the Client when Stand & Deliver issues a Booking Confirmation. Until that point, an enquiry or provisional reservation does not constitute a contract and places cannot be guaranteed.

Where the Client is an organisation booking on behalf of Delegates, the Client is the contracting party and accepts responsibility for:

- ensuring that each Delegate receives a copy of these Terms before attending any Programme;
- payment of all Fees in accordance with Clause 6; and
- ensuring that each Delegate meets any suitability requirements described in Clause 4.

Notwithstanding the above, these Terms shall also apply directly to any individual Consumer who makes a Booking in a personal capacity, with the additional consumer rights set out in Clause 14 applying as appropriate.

4. Programme Suitability and Learner Identification

4.1 Suitability

Stand & Deliver will work with the Client and Delegates to confirm suitability for the Programme prior to booking. The following guidance applies to our ILM programmes:

ILM Level 2 Award in Leadership & Team Skills	Designed for team leaders and those with or without supervisory responsibilities who wish to develop their team skills.
ILM Level 3 Award / Certificate in Leadership & Management	Suitable for practising or aspiring team leaders and first-line managers who have management responsibilities but no formal training.
ILM Level 3 Award in Effective Coaching	For learners at all levels who wish to develop knowledge and skills in effective coaching within an organisational context.
ILM Level 4 Award / Certificate / Diploma in Leadership & Management	Designed for new and aspiring middle managers who wish to develop leadership and business knowledge at this level.
ILM Level 5 Award / Certificate / Diploma in Leadership & Management	Designed for practising middle managers seeking to develop skills, improve performance and prepare for senior management.

Suitability assessments are conducted through discussion with the Client's training or HR manager, or directly with the individual. Records of these discussions are retained. Stand & Deliver reserves the right to decline a booking or transfer a Delegate to a more appropriate Programme where suitability cannot be established.

4.2 Learner Identification

Stand & Deliver is required to verify the identity of each Delegate in order to confirm that the person receiving an ILM award is the person who completed the assessed work.

- Where a Delegate is booking as an individual, they must provide documentary evidence of identity (such as a valid passport or photocard driving licence) before or at the point of enrolment.
- Where a Delegate is sponsored by their employer and the booking is managed by the Client organisation, it is accepted that the employer will have verified identity through its own recruitment or HR processes. In such cases, Stand & Deliver does not separately collect proof of identity unless there is a specific reason to do so.

These requirements are in accordance with Stand & Deliver's Learner Identification and Suitability Policy and ILM's centre requirements.

5. Fees and What Is Included

5.1 Fee Composition

The Fee for any Programme will be confirmed in writing at the point of enquiry or quotation. Unless expressly stated otherwise in writing, the Fee for an ILM accredited Programme includes:

- all tuition and facilitation delivered by a qualified trainer;
- course materials and joining instructions;
- ILM learner registration fee paid to ILM via the Walled Garden on behalf of each Delegate;
- assessor marking of all submitted assignments;
- internal quality assurance (IQA) activity as required by ILM;
- tutorial and pastoral support throughout the programme; and
- ILM certification upon successful completion.

The Fee does not include travel, accommodation, or subsistence costs for Delegates unless expressly agreed in writing.

5.2 Prices

All prices are quoted exclusive of VAT unless stated otherwise. Where VAT is applicable, it will be charged at the prevailing rate and itemised separately on the invoice. Stand & Deliver reserves the right to amend prices for future bookings. Prices already confirmed in a Booking Confirmation will not be increased for that booking.

5.3 ILM Registration Fees

ILM registration fees form part of the total Fee quoted and are non-refundable once a Delegate has been registered on the Walled Garden. In the event that a Delegate withdraws or is removed from the Programme after registration has been completed, the ILM registration element of the Fee will not be refunded.

Delegates must complete their qualification within the ILM registration period applicable to their qualification. Should a Delegate fail to complete within this period, re-registration at the current ILM rate may be required and will be charged separately. Registration extensions are only granted by ILM in exceptional circumstances such as long-term illness or redundancy.

6. Payment Terms

6.1 Invoicing and Payment

Upon confirmation of a booking, Stand & Deliver will issue an invoice to the Client. Payment is due within 30 days of the invoice date unless otherwise agreed in writing. Payment must be received in full prior to the commencement of the Programme where the booking is made within 30 days of the Programme start date.

6.2 Methods of Payment

We accept payment by bank transfer (BACS), cheque, or card. Our bank details will be set out on the invoice. Cheques should be made payable to Stand & Deliver. All payments must be made in pounds sterling.

6.3 Late Payment

Without prejudice to any other right or remedy, if any sum due remains unpaid after the due date, Stand & Deliver reserves the right to:

- charge statutory interest on overdue amounts at 8% per annum above the Bank of England base rate, accruing daily, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
- suspend or cancel the Delegate's participation in the Programme until full payment is received; and
- withhold ILM certification until all outstanding amounts are paid in full.

Note: Interest under the Late Payment of Commercial Debts (Interest) Act 1998 applies to business-to-business transactions. Consumer clients have equivalent protections under applicable consumer legislation.

6.4 Deposits

Where a deposit is required to secure a booking, this will be stated in the Booking Confirmation. Deposits are non-refundable except where Stand & Deliver cancels the Programme.

7. Cancellation and Transfer by the Client

7.1 Notice of Cancellation

Cancellations must be notified to Stand & Deliver in writing (including by email to info@standanddeliver.co.uk). The following cancellation charges apply, calculated from the date written notice is received:

Notice Period Before Programme Start	Cancellation Charge
More than 28 calendar days	No charge (deposit retained if applicable)
15 to 28 calendar days	50% of the Programme Fee
8 to 14 calendar days	75% of the Programme Fee
7 calendar days or fewer	100% of the Programme Fee

Where ILM registration has already been processed, the ILM registration element of the Fee is non-refundable regardless of the cancellation notice given.

7.2 Substitution of Delegates

A Delegate may be substituted with another individual of equivalent suitability at any time before the Programme commences, at no additional charge, provided that Stand & Deliver is notified in writing and the replacement Delegate meets the suitability criteria in Clause 4. Substitutions after ILM registration may incur ILM re-registration fees.

7.3 Transfer to an Alternative Date

Where a Client wishes to transfer a booking to a future Programme date, we will accommodate this where possible, subject to availability. Requests to transfer must be received in writing no fewer than 14 calendar days before the original Programme start date. One transfer per booking is permitted without charge. Subsequent transfer requests, or requests received fewer than 14 calendar days before the start date, may incur an administration charge of up to 20% of the Programme Fee.

7.4 Consumer Cancellation Rights

Where the Client is a Consumer who has contracted with Stand & Deliver at a distance (for example, online or by telephone) or away from Stand & Deliver's premises, the Consumer has the right to cancel the contract within 14 calendar days of the date of the Booking Confirmation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, without giving any reason and without charge, unless the Programme has already commenced.

If the Consumer requests that the Programme commences within the 14-day cancellation period and subsequently exercises the right to cancel, Stand & Deliver may charge a proportion of the Fee for services already delivered up to the point of cancellation.

To exercise this right to cancel, the Consumer must notify Stand & Deliver clearly in writing, including by email. A template cancellation notice is available on request.

These statutory rights are without prejudice to any other rights the Consumer may have under the Consumer Rights Act 2015 or other applicable consumer legislation.

8. Cancellation or Changes by Stand & Deliver

8.1 Cancellation by Stand & Deliver

Stand & Deliver reserves the right to cancel a Public Programme where minimum numbers are not reached, or for other operational reasons beyond our reasonable control. In such circumstances, we will notify the Client as soon as reasonably practicable and will offer one of the following alternatives:

- a full refund of any sum paid, including any applicable deposit;
- a transfer to an equivalent Programme on an alternative date; or
- a credit note to the value of the amount paid, valid for 12 months.

Stand & Deliver will not be liable for any loss, damage, cost or expense (including travel, accommodation or subsistence costs) incurred by the Client or Delegate as a result of a cancellation made in accordance with this Clause.

8.2 Changes to Programmes

Stand & Deliver reserves the right to make reasonable changes to Programme content, materials, dates, venues, or trainers where this is necessary to maintain quality standards, respond to ILM requirements, or for reasons beyond our reasonable control. We will endeavour to notify the Client of any material changes as soon as reasonably practicable.

If a change materially affects the Client and the Client does not wish to accept it, the Client may cancel the booking in accordance with Clause 8.1 and receive a full refund of any amount paid.

8.3 Force Majeure

Stand & Deliver will not be in breach of these Terms or liable for any failure or delay in performance where that failure or delay arises from circumstances beyond its reasonable control, including but not limited to acts of God, pandemic, epidemic, extreme weather, fire, flood, industrial action, government restrictions, or failure of third-party services. In such circumstances, Stand & Deliver will use reasonable endeavours to reschedule the Programme and will communicate with the Client at the earliest opportunity.

9. Programme Delivery

9.1 Delegate Attendance

Delegates are expected to attend all scheduled sessions. Where a Delegate misses sessions, it may not be possible for them to complete the required assessments or gain ILM certification. The minimum attendance requirements for each Programme will be set out in the Candidate Handbook provided at induction.

Stand & Deliver accepts no liability for a Delegate's failure to achieve certification where that failure results from non-attendance, failure to submit assignments, or withdrawal from the Programme.

9.2 Induction

All Delegates on ILM accredited Programmes will be provided with an induction prior to or at the commencement of the Programme. The induction covers programme content and structure, assessment requirements, ILM policies (including plagiarism and malpractice), the Candidate Handbook, and support available. Completion of induction is a requirement for ILM registration.

9.3 Assignments and Assessment

ILM accredited Programmes include written assignments and assessments that must be completed to the required standard in order to gain certification. Assignment briefs and assessment criteria will be provided at the appropriate stage of the Programme.

All submitted work must be the Delegate's own original work. By submitting an assignment, the Delegate declares that the work is their own and has not been plagiarised, colluded upon, or generated in its entirety by artificial intelligence tools in a manner inconsistent with Stand & Deliver's Artificial Intelligence Policy.

Assignments may be referred (returned for revision) if they do not meet the required standard. Delegates will receive feedback and will normally be permitted to resubmit. The number of resubmissions permitted is as per the ILM awarding body guidance and will be specified in the Candidate Handbook.

9.4 Tutorial Support

Tutorial support is included within the Fee for all ILM accredited Programmes. Delegates are encouraged to make use of tutorial time, particularly when preparing assignments. The nature and frequency of tutorial support will be described in the Programme Schedule provided at induction.

9.5 Trainer Conduct and Welfare

Stand & Deliver expects all Delegates and Client representatives to treat our trainers, assessors and staff with courtesy and respect. We reserve the right to remove any Delegate from a Programme, without refund, where their behaviour is disruptive, abusive, discriminatory or otherwise incompatible with a productive learning environment. Any concerns will in the first instance be raised with the Client's nominated contact.

10. ILM Accreditation and Certification

10.1 ILM Registration

Upon receipt of all required information and, where applicable, payment in full, Stand & Deliver will register Delegates on the relevant ILM qualification via the Walled Garden. Delegates will be notified of their registration and of any relevant registration deadlines.

It is the Delegate's responsibility to complete all assignments and assessments within the ILM registration period applicable to their qualification. Stand & Deliver will keep the Client and Delegate informed of progress throughout the Programme.

10.2 Certification

Upon satisfactory completion of all required assessments and IQA sampling, Stand & Deliver will request certification for the Delegate via the Walled Garden. ILM certificates will be dispatched to the Client's nominated contact (or directly to the Delegate where they have booked individually) as soon as practicable after certification has been processed.

Delays in certification resulting from incomplete or late submission of assignments, ILM processing times, or administrative issues beyond Stand & Deliver's control are not the responsibility of Stand & Deliver.

10.3 ILM Membership

Where ILM learner membership is included as part of the Programme, this will be stated in the programme information. ILM membership gives Delegates access to a range of resources and support during their qualification. The benefits and conditions of ILM membership are governed by ILM's own terms and are not the responsibility of Stand & Deliver.

10.4 ILM Policies

All ILM accredited Programmes are delivered in accordance with ILM's quality and centre requirements. Delegates and Clients are expected to comply with all relevant ILM policies, including (without limitation) the ILM Plagiarism, Collusion and Cheating Policy, the ILM Malpractice and Maladministration Policy, and ILM's policies on equal opportunities and access to assessment.

Copies of all relevant Stand & Deliver and ILM policies are available on request and will be provided to Delegates as part of the induction process.

11. Intellectual Property

All course materials, training resources, written content, presentations, assessment materials and documentation created by Stand & Deliver ('Materials') remain the intellectual property of Stand & Deliver at all times. Materials are provided for the personal use of Delegates attending the relevant Programme only.

Delegates and Clients must not:

- reproduce, distribute, transmit, adapt or make available to any third party any Materials without Stand & Deliver's prior written consent;
- use Materials for any commercial purpose; or
- remove or obscure any copyright notice or proprietary marking from Materials.

The ILM name, logo and all associated trademarks are the property of The City and Guilds of London Institute. Stand & Deliver uses the ILM Centre accreditation marks under licence.

12. Data Protection

Stand & Deliver processes personal data relating to Delegates and Client contacts in order to administer bookings, deliver Programmes, register Delegates with ILM, and comply with our legal and regulatory obligations. We are registered with the Information Commissioner's Office (ICO Registration: ZB865829).

We process personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Our Privacy Policy sets out full details of how we collect, use, store and share personal data and is available on our website at www.standanddeliver.co.uk or on request.

By confirming a Booking, the Client consents on behalf of the Delegates to the processing of their personal data for the purposes described above, including the sharing of data with ILM as the awarding organisation, to the extent necessary for registration and certification. The Client is responsible for ensuring that each Delegate has been informed of this processing.

Stand & Deliver will not sell or share personal data with any third party for marketing purposes.

13. Limitation of Liability

13.1 General

Nothing in these Terms shall limit or exclude Stand & Deliver's liability for: (a) death or personal injury caused by its negligence or that of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be lawfully limited or excluded.

13.2 Business Clients

Subject to Clause 13.1, Stand & Deliver's total liability to a business Client in connection with any single Programme or series of Programmes arising under or in connection with these Terms (including in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed the total amount of Fees paid by the Client for that Programme or series.

Stand & Deliver shall not be liable to any business Client for: loss of profits; loss of sales or business; loss of contracts; loss of anticipated savings; or any indirect or consequential loss or damage, arising under or in connection with these Terms.

13.3 Consumer Clients

Where the Client is a Consumer, Stand & Deliver's liability is subject to the protections afforded by the Consumer Rights Act 2015 and other applicable consumer legislation. We will deliver our services with reasonable care and skill. Where we fail to do so, the Consumer may be entitled to a price reduction or a repeat performance of the service.

14. Consumer Rights

Where the Client is a Consumer, the following additional provisions apply, reflecting your rights under UK consumer law including the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

- You have the right to expect that services will be performed with reasonable care and skill.
- You have the right to cancel a distance or off-premises contract within 14 calendar days of the Booking Confirmation, as described in Clause 7.4.
- You have the right to a remedy (repeat performance or price reduction) where services are not delivered as contracted.
- If you have a complaint, you are entitled to use our complaints procedure set out in Clause 17, and you may also refer complaints to an Alternative Dispute Resolution (ADR) provider if the matter cannot be resolved internally. Details of ADR options available to you will be provided upon request.

These Terms do not affect your statutory rights as a Consumer. For further information, you may contact the Citizens Advice consumer service on 0808 223 1133 or visit www.citizensadvice.org.uk.

15. Equal Opportunities and Inclusion

Stand & Deliver is committed to providing training and development services that are accessible, inclusive and free from discrimination. We operate in accordance with the Equality Act 2010 and our Equal Opportunities Policy.

We will take reasonable steps to support Delegates with disabilities, learning difficulties or other additional needs to participate fully in our Programmes, without compromising the integrity of any assessment or unfairly advantaging them over other Delegates. Delegates with additional support needs are encouraged to make us aware as early as possible so that appropriate adjustments can be considered.

Our Access to Assessment Policy sets out the adjustments that may be available for ILM assessed Programmes.

16. Malpractice and Maladministration

Stand & Deliver and all Delegates are required to maintain the highest standards of academic integrity throughout all ILM accredited Programmes. The following are not permitted and may result in disqualification and referral to ILM:

- Plagiarism: submitting work that is not the Delegate's own, including copying from other sources without proper attribution.
- Collusion: working with others to produce individual assessments.
- Cheating: any attempt to obtain an unfair advantage in an assessment.

- Misuse of artificial intelligence: generating assessed content using AI tools in a manner that is not permitted under Stand & Deliver's Artificial Intelligence Policy.
- Falsification: submitting false information, fabricated evidence, or making false claims about qualifications.

Any suspected malpractice will be investigated in accordance with Stand & Deliver's Malpractice and Maladministration Policy. Where malpractice is found to have occurred, the outcome may include: rejection of the submitted work; referral to ILM; suspension or removal from the Programme without refund; and notification to the Client organisation.

Maladministration (unintentional procedural error) will be investigated and remedied, with ILM notified where required.

17. Complaints and Appeals

17.1 Complaints Procedure

Stand & Deliver is committed to resolving any complaint promptly and fairly. If you have a complaint about any aspect of our service, please contact us in the first instance:

Contact	Louise Jolly, Centre Manager
Address	Stand & Deliver, Unit 313 Daisyfield Business Centre, Appleby Road, Blackburn, BB1 3BL
Telephone	01254 693999
Email	info@standanddeliver.co.uk

Complaints may be made verbally (with written follow-up) or in writing. We will acknowledge receipt of a written complaint within 5 Working Days and provide a substantive response within 20 Working Days. Where a matter is more complex, we will keep you informed of progress.

If you are not satisfied with our response, you may escalate the matter in writing, requesting an internal review. If the matter cannot be resolved internally, you may (depending on the nature of the complaint) refer it to ILM or to an appropriate ADR body.

17.2 Assessment Appeals

Delegates who wish to challenge an assessment decision may do so through Stand & Deliver's Appeals Procedure. An appeal must be submitted in writing to the Centre Manager within 30 Working Days of notification of the assessment result. The appeal will be considered and a response provided within 14 Working Days of receipt.

If the appeal cannot be resolved at centre level, it may be escalated to ILM as the awarding organisation, in accordance with ILM's published appeals process.

18. General Provisions

18.1 Entire Agreement

These Terms, together with any Booking Confirmation and any written quotation or programme proposal issued by Stand & Deliver, constitute the entire agreement between the parties in relation to the supply of the Programme. They supersede all prior representations, agreements and understandings, whether written or oral.

18.2 Variation

No variation to these Terms shall be effective unless agreed in writing and signed by an authorised representative of Stand & Deliver.

18.3 Waiver

A waiver of any right or remedy under these Terms shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

18.4 Severance

If any provision of these Terms is found to be invalid, unenforceable or unlawful, that provision shall be severed and the remainder of the Terms shall continue in full force and effect.

18.5 Third Party Rights

A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms, except that ILM may enforce any term that expressly confers a benefit on it.

18.6 Notices

All notices under these Terms must be in writing and sent by first class post or email to the addresses set out in these Terms or otherwise notified to the other party.

18.7 Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Both parties agree to submit to the exclusive jurisdiction of the courts of England and Wales, except that a Consumer who is resident in Scotland or Northern Ireland may also bring proceedings in their home jurisdiction.

19. Policy Review

These Terms & Conditions of Sale will be reviewed at least annually and updated where required to reflect changes in law, ILM requirements, or Stand & Deliver's operating practices. The current version is always available on our website at www.standanddeliver.co.uk and on request.

Version	1.0
Date issued	June 2026
Authorised by	Malin Patel, Director, Stand & Deliver Learning & Development
Next review	June 2027

Stand & Deliver Learning & Development | Plum Tree Barn, Levens, Kendal, Cumbria, LA8 8NZ
Tel: 07764 309441 | info@standanddeliver.co.uk | www.standanddeliver.co.uk