**Arion Training & Development Ltd – Training Terms and Conditions**

**Terms and Conditions of Sale**

**IMPORTANT NOTES:**

A. These terms and conditions apply to all products and services offered by Arion Training & Development Ltd.

B. Accordingly, you should read these terms and conditions and ensure that you have understood them in full prior to making your purchase. Placing any order for the products and/or services shall be taken as unequivocal confirmation from you that you have read, understood and agree to be bound by these terms and conditions.

C. For the purpose of these terms Arion Training and Development Ltd may be shortened to Arion Ltd.

**1. PAYMENT TERMS**

1.1 Arion Ltd will invoice upon completion of training or services provided. Unless otherwise notified in writing by Arion Ltd, the customer shall pay all invoices within thirty days of the date of invoice. Arion Ltd reserves the right to charge interest at a rate of 3% per annum above the Barclays Bank base rate ruling on any payment or any part payment overdue, calculated from the date due, to recover its expenses including legal fees and costs of collection and to suspend delivery of training.

1.2 All payments will be made without counterclaim or any other withholding.

**2. PRICES AND SPECIAL OFFERS**

2.1 Unless a written quotation has been given (whereupon the price quoted will be fixed for a period of thirty days or such other period as is specified therein) the price for the service is subject to alteration without notice and the price charged will be that applicable and agreed with the client at the date of Arion Ltd’s acceptance of the order. All prices are exclusive of Value Added Tax, which will be added at the prevailing rate as separate items on Arion Ltd’s invoice.

**3. CANCELLATIONS AND REFUNDS**

3.1 All cancellations must be in writing and either emailed to training@arionltd.co.uk or posted to “The Training Department, Arion Training & Development Ltd, Unit 10, The Point, Lions Way, Sleaford, Lincolnshire, NG34 8GG”.

3.2 Cancellations received by Arion Ltd 7 or more days before the scheduled event will not be charged for the event and offered an alternative course booking if available. Cancellations within 7 days of the course date will attract 100% liability and offered an alternative course booking if available.

Any materials i.e. exam papers purchased specifically for that course or service will also be charged at the discretion of Arion Training & Development Ltd.

3.2 When Arion Ltd is unable to deliver a course booked by a client they will offer an alternative date for delivery. Arion Ltd is not liable for any cancelled training on their part that cannot be rearranged.

**4. COURSE RESCHEDULING**

4.1 Courses may be rescheduled at any time but only when both parties are in agreement.

**5. ARION LTD’S LIABILITY**

5.1 Other than for personal injury or death caused by negligence and to the extent permitted by law, neither Arion Ltd nor its trainers and consultants will be liable for breach of contract, negligence or otherwise for any loss or consequential loss occasioned to any person acting, omitting to act, or refraining from acting, in reliance upon the training or other materials or arising from or connected with any error or omission in the training material. Consequential loss shall be deemed to include, but is not limited to, any loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business, damages, costs, expenses incurred or payable to any third party or any other indirect or consequential losses.

**6. DATA PROTECTION**

6.1 The information that you provide about you or your staff or your business to Arion Ltd will be used by Arion Ltd for the effective administration of its services and to communicate with you generally. Your details will not be disclosed outside of Arion Ltd for reasons other than those required by law. Arion Ltd is registered under the Data Protection Act.

**7. CHANGES TO THESE TERMS AND CONDITIONS**

7.1 Arion Ltd may add to or change these terms and conditions at any time without prior notice. Changes will be effective immediately and you will be deemed to have accepted any change if you order training after that time.

**8. INCONSISTENCIES**

8.1 Please note that these terms are not intended to replace or modify those contained in an existing and current agreement with Arion Ltd. In case of an inconsistency, the terms and conditions of your written agreement will prevail over those contained herein.

**9. GOVERNING LAW**

9.1 These terms and conditions shall be governed by the laws of England and Wales.