Booking Terms and Conditions

1. General Information

1.1. These Terms and Conditions cover all of City Academy's Courses. Before booking a Course, Clients should read these Terms and Conditions carefully. If you find yourself unable to agree to them, then you must not order or use the Courses. If, however, you agree to them unconditionally you may attend the Courses subject always to these Terms and Conditions. By booking Courses or accepting an offer from City Academy to deliver the Courses, or by accessing any of the Courses, you indicate your acceptance of these Terms and Conditions. These Terms and Conditions are supplementary to City Academy's General Terms which shall remain a condition of membership of the Site or accessing any Courses via the Site.

1.2. City Academy may amend these Terms and Conditions at any time by posting the amended Terms and Conditions on the Site. The version of the Terms and Conditions that applies to Courses shall always by the version in force at the time a Course was ordered or an offer from City Academy to deliver a Course was accepted.

2. Definitions

2.1. In these Terms and Conditions the following words shall have the following meanings, unless the context requires otherwise:

Booking Confirmation	City Academy's booking confirmation sent in accordance with clause 3.1 which will normally set out the details and timing of the Courses, the Venue and the Fees;
Client	The person who orders Courses or accepts an offer from City Academy to deliver the Courses;
Distance Selling Regulations	Consumer Protection (Distance Selling) Regulations 2000;
City Academy	City Academy (London) Ltd, a company incorporated in England with company no. 06879493 whose registered address is 9 Limes Road, Beckenham, Kent BR3 6NS;
Fee(s)	The fee(s) payable by the Client for the relevant Courses as set out in the Booking Confirmation;
General Terms	The general terms and conditions to which Membership and use of the Site is subject as available on the Site from time to time;
Intellectual Property Rights	Intellectual property rights including, for the avoidance of doubt, patents, copyright, performers rights, rights in databases, design rights, trade marks and trade names whether registered or unregistered and subsisting anywhere in the World;
Membership	Means any registration by the Client with the Site and the connected right to use restricted areas of the Site (if any);
Online Course Materials	The Courses Materials made available by City Academy and accessible by Users via the Site in support of Courses provided at an offline Venue;
Site	The website located at www.city-academy.com and including the same located at such other domain names nominated by City Academy from time to time;
Terms and Conditions	These terms and conditions as varied by City Academy by posting the amended terms and conditions on the Site from time to time;

Trainer	The person providing the Courses on behalf of City Academy;
Courses	The courses that City Academy agrees to provide subject to these Terms and Conditions as set out in more detail on the Site and the Booking Confirmation;
Courses Materials	Any materials and content provided by or on behalf of City Academy as part of the Courses including, without limitation, printed materials, computer disks, CD-ROMS, electronic documents and files and Online Course Materials;
User	Any and all persons who access the Sites or Courses provided by City Academy;
Venue	The third party premises where the Courses are to be provided as indicated in the Booking Confirmation or such other venue which City Academy may indicate from time to time;
Venue Provider	The person or organisation providing the Venue for the Courses on behalf of City Academy;
Venue Terms	The terms and conditions of use of the Venue as set by the Venue Providers.

2.2. In these Terms and Conditions unless the context requires otherwise:

2.2.1. any reference to a clause is to the relevant clause of these Terms and Conditions;

2.2.2. headings are included for convenience only and shall not affect the interpretation of these Terms and Conditions;

2.2.3. the singular includes the plural and vice versa;

2.2.4. any gender includes the other gender;

2.2.5. any reference to a statute, statutory provision, subordinate legislation, code or guideline is a reference to such as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

2.2.6. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

2.2.7. any reference to "in writing" shall include email.

3. Formation of Contract

3.1. Courses can be booked online via the Courses booking form on the Site and the arrangements for Courses are subject to City Academy's confirmation of the booking whether by email and/or on the booking confirmation screen.

3.2 Notwithstanding any contract formed in accordance with clause 3.1, access to receive or use Courses is dependent on each User accepting and complying with these Terms and Conditions and it is the responsibility of the Client to ensure that all Users accept and comply with these Terms and Conditions.

3.3 In order to access Online Course Materials it may also be necessary for the Client and each User to register with the Site and accept the General Terms.

3.4. These Terms and Conditions shall override any previous or contradictory terms or conditions published by City Academy or appearing on the Site.

3.5. Each Client warrants to City Academy that it has the full right, power and authority to enter into and perform its obligations under these Terms and Conditions and has not entered into any arrangement which in any way conflicts with these Terms and Conditions or inhibits, restricts or impairs its ability to perform its obligations under these Terms and Conditions.

4. Fees

4.1. Fees are usually payable immediately online at the time of ordering Courses or by cheque as indicated in the booking section of the Site.

4.2. In the case of Fees which are to be paid by direct debit the Client agrees and acknowledges that the Client will be required to pay the Fees in full regardless of whether the Client subsequently cancels the Course (subject to clause 5 below). Therefore in the event that the Client cancels the Course (subject to clause 5 below) the Client will be required to either continue paying the Fees by direct debit or by an alternative method of payment provided always that all outstanding Fees are paid in full.

4.3. Interest will be charged on any outstanding balance at the rate of four per cent (4%) above the Bank of England base rate from time to time and calculated monthly on any outstanding amount until payment is received.

4.4. In case of non-payment of any sum due from the Client (whether formally demanded or not) or of any other breach or non-observance by the Client of any of these Terms and Conditions, City Academy shall have the right to terminate the Client's access to the Site and Courses immediately without prejudice to the right to recover all sums payable by the Client or to any other right or remedy available to City Academy.

5. Cancellation and Fees Refunds Policy

5.1. If you are acting as a consumer, under the Distance Selling Regulations 2000, you have a statutory right to cancel any distance contract (as defined within the Regulations) within 7 days of the date of purchase as long as you have not yet accessed the relevant Courses. Accordingly, you may cancel any contract to purchase Courses during the period up until the relevant Courses are delivered (However, please note that where Courses involve development of bespoke Courses Materials then preparation of said Courses Materials shall constitute the beginning of the delivery of Courses) or the end of 7 days from the date of purchase, whichever is shorter ("Consumer Cancellation Period"). If you are acting as a consumer and validly cancel any contract for Courses within the Consumer Cancellation Period City Academy shall refund to you the Fees paid for the relevant Courses. If you are acting as a consumer and cancel any contract for Courses outside the Consumer Cancellation Period, the Fees paid by you for the relevant Courses shall be non-refundable.

5.2. If the Client otherwise wishes to cancel any Courses City Academy shall be entitled to (but without being obliged to do so and without prejudice to any other right or remedy available to City Academy) apply the following cancellation charges where City Academy receives notice of cancellation of the relevant Courses outside the Consumer Cancellation Period:

5.2.1. more than fourteen (14) days before the date of the relevant Courses – twenty per cent (20%) of the Fee attributable to that element of the Courses plus VAT;

5.2.2. less than fourteen (14) days before the date of the relevant Courses – no refund;

5.2.3. if the cancellation charges above do not cover any costs incurred by City Academy in preparation of the provision of the relevant Courses then City Academy may invoice the Client and the Client shall pay for the additional sum required to cover those costs.

6. Courses Services

6.1 City Academy shall procure that the Courses are provided by the Trainers to the Clients at the Venues subject to these Terms and Conditions.

6.2. City Academy will use reasonable endeavours to ensure that the Venue shall be the Venue indicated in the Booking Confirmation, but where this is not possible, City Academy reserves the right to procure the use of other Venue(s) or the services of other Venue Provider(s), provided that City Academy shall give the Client notice of any such change(s) as soon as is reasonably possible. Any such change(s) shall not constitute a breach of contract and shall not give the Client the right to terminate.

6.3. The Client acknowledges that the Venue Providers are separate legal entities to City Academy and the Client's use of the Venue(s) is subject to the Venue Terms which are separate to the Terms and Conditions. The Client shall, and shall ensure that all parties employed or otherwise engaged by it or to whom the Client allows access to the Courses shall comply with all Venue Terms relating to the Courses and the Client's attendance at the Courses.

6.4. City Academy will use reasonable endeavours to ensure that the Venue Providers provide adequate public liability insurance and other relevant insurances but City Academy disclaims all and accepts no liability for any acts or omissions of the Venue Providers.

6.5. The Client acknowledges that the Trainers are not employees of City Academy and that City Academy may, at its sole discretion, procure the services of third parties to provide any part of or all of the Courses.

6.6. The Trainers do not represent City Academy and the views and opinions of the Trainers are not necessarily the views and opinions of City Academy and City Academy disclaims all and accepts no liability for any acts or omissions of the Trainers, or the statements they make or information that they provide.

6.7. City Academy will use reasonable endeavours to ensure that any individually named Trainer(s) shall provide the relevant Courses, but where this is not possible, City Academy reserves the right to procure the services of suitable alternative Trainer(s), provided that City Academy shall give the Client notice of any such change(s) as soon as is reasonably possible. Any such change(s) shall not constitute a breach of contract and shall not give the Client the right to terminate.

6.8. City Academy will use reasonable endeavours to ensure that the Courses shall take place on the relevant date(s) and time(s) and at the Venue as agreed, but where this is not possible, City Academy reserves the right to alter the date(s), and/or time(s), provided that City Academy shall give the Client notice of any such change(s) as soon as is reasonably possible. Any such change(s) shall not constitute a breach of contract and shall not give the Client the right to terminate.

6.9. City Academy hereby grants to the Client a non-exclusive worldwide licence for the duration of the Client's Membership (if any) to download, store, reproduce, transmit, display, copy, and provide access to the Online Course Materials only to Users who attend the relevant Courses and then only within the Client's single entity and providing always that they are used only for non-commercial purposes.

6.10. The Client shall not alter or remove any copyright notices or other notices indicating rights in the Courses Materials.

6.11. For the avoidance of doubt, the licence granted in clause 6.9 shall not permit the Client to do any of the following without the prior written consent of City Academy:

6.11.1. transfer the licence granted in clause 6.9;

6.11.2. download, store, reproduce, transmit, display (including without limitation display on any intranet or extranet site), copy, sell, publish, distribute, provide access to or otherwise use the Courses Materials for any purposes other than as set out in clause 6.9;

6.11.3. sub-license, rent, lease, transfer or assign any Intellectual Property Rights in the Courses Materials, to any other person, or attempt to do any of the foregoing;

6.11.4. disclose the Courses Materials whether in part or in their entirety to any third party, including any associated or affiliated company;

6.11.5. in any way commercially exploit any of the Courses Materials content;

6.11.6. use the Courses Materials for any unlawful purpose.

6.12. Without prejudice to the generality of clause 6.1, the Client acknowledges and accepts that there may be technical downtime or errors relating to the provision of Online Course Materials. Such downtime or errors may prevent Courses and Online Course Materials being accessed by Users of the Site and City Academy shall not be liable if access is delayed, prevented from access or displayed incorrectly by any cause beyond our control including server downtime or errors.

6.14. Although City Academy believes the content of the Courses Materials to be accurate, complete and current, to the fullest extent permitted by law, City Academy provides all Courses Materials on an “as is” basis and disclaims all warranties regarding the Courses Materials. Further no advice or information given by City Academy or its employees, agents, contractors or suppliers shall create any warranty. It is the Client’s responsibility to verify any information before relying on it. Further, the Courses Materials may include technical inaccuracies or typographical errors. City Academy may make changes to the Courses Materials at any time.

7. Your Information

7.1. "Your Information" is defined as any information you provide to City Academy when registering with the Site or ordering Courses or in the process of assisting the arrangement, organisation and preparation of Courses or Courses Materials.

7.2. Your Information and conduct (or any items listed therein) shall not:

7.2.1. be false, inaccurate or misleading;

7.2.2. be fraudulent or involve the sale of counterfeit or stolen items;

7.2.3. infringe any third party's Intellectual Property Rights or other proprietary rights or rights of publicity or privacy;

7.2.4. violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);

7.2.5. be defamatory, trade libellous, unlawfully threatening or unlawfully harassing;

7.2.6. be obscene, blasphemous, contain any pornography including without limitation child pornography or other legally restricted material;

7.2.7. contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

7.2.8. create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; or

7.2.9. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with anyone or anything.

7.3. To enable City Academy to use Your Information supplied, such that we are not violating any rights you might have in that information, you agree to grant City Academy a non-exclusive, worldwide, perpetual, irrevocable, royalty-free licence and the right to sub-license (through multiple tiers) to use the Intellectual Property Rights you have in Your Information, in any media now known or not currently known. City Academy will only use Your Information in accordance with the Privacy Policy of the Site.

8. Termination

8.1. Without limiting other remedies, City Academy may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate any contract for Courses and refuse to provide the Courses to you if:

8.1.1. you breach these Terms and Conditions or the General Terms

8.1.2. City Academy are unable to verify or authenticate any information you provide to us;

8.1.3. City Academy believe that your actions may cause legal liability for you, our members or us; or

8.1.4 You have a receiver, administrator or administrative received appointed over all or a substantial part of your assets, or are the subject of any petition for winding up which is not promptly dismissed or issue any notice in connection with the passing of any resolution by its shareholders for your winding-up or are otherwise the subject of proceedings for bankruptcy or enter into an arrangement with your creditors generally or are otherwise unable to pay its debts as they fall due, or otherwise cease trading or if anything analogous occurs in a foreign jurisdiction.

9. Liability Limit

9.1 Nothing in these Terms and Conditions is intended to limit or exclude any liability on the part of City Academy for fraud or for negligence causing death or personal injury or where and to the extent that applicable law prohibits such exclusion or limitation.

9.2. Subject to Clause 9.1 above, in no event shall City Academy or its suppliers be liable in contract, tort (including negligence), statutory duty, pre-contract or other representations (other than fraudulent misrepresentations) or otherwise arising out of or in connection with these Terms and Conditions for: (a) direct, consequential, indirect or special loss or damage; or (b) any loss of goodwill or reputation; or (c) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), and in each case whether advised of the possibility of such loss or damage and however incurred including as a result of negligence arising out of or in connection with the Site or Courses.

9.3 Subject to clause 9.1 above our liability in relation to the provision of Courses as per the relevant confirmation of booking pursuant to clause 3.1 shall be limited to a sum equal to the amount paid to us for the Courses in question or £100, whichever is the greater, and City Academy shall not be liable for any loss of or damage to any images or text provided to us by you when submitting any booking for Courses, whether online or otherwise.

10. Indemnity

10.1. You agree to indemnify (and to keep indemnified) on demand, defend and hold harmless City Academy and its subsidiaries, affiliates, officers, directors, agents, and employees, from and against any claim, demand, liability, cost, damage or lost it may incur, including legal fees, made by any third party due to or arising out of your breach of these Terms and Conditions or the documents incorporated by reference, or your violation of any law or the rights of a third party.

11. No Agency

11.1. You agree that you and City Academy are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms and Conditions or by your purchase of any Courses.

12. Notices

12.1. All notices required to be served on City Academy shall be sent to the contact address stated in clause 1 or to the e-mail address of City Academy as set out in clause 1 or as otherwise notified on the Site from time to time for such purpose.

12.2. All notices required to be served by City Academy shall be sent to the relevant contact email address supplied to City Academy by the Client or as notified by the Client from time to time for such purpose.

13. General

13.1. **Entire agreement** Each party confirms that these Terms and Conditions and any document incorporated by reference set out all of the terms governing the provision of Courses to the Client and that it takes priority over all previous agreements, arrangements and understandings between them relating to the subject matter of Courses. The Client confirms that it has not relied upon any statement, representation or understanding that is not an express term and shall not have any remedy in respect of any statement, representation or understanding which is not an express term unless made fraudulently.

13.2. **Waiver** No failure or delay exercise by any party in exercising any right, power or remedy under these Terms and Conditions will operate as a waiver of that or any other right, power or remedy nor will any single or partial exercise by either party of any right, power or remedy preclude any further exercise of any other right, power or remedy.

13.3. **Severance** To the extent that any provision of these Terms and Conditions is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of these Terms and Conditions, it shall not affect the validity, lawfulness or enforceability of the remainder of these Terms and Conditions nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

13.4. **Force Majeure** A party will not be liable for any failure/delay in performing its obligations under these Terms and Conditions to the extent that this failure is the result of any cause or circumstance beyond the reasonable control of that party including acts of god, war, civil commotion or industrial dispute and that failure could not have been prevented or overcome by that party acting reasonably and prudently. If consequently either party is prevented from performing its obligations for a period exceeding three (3) months then the other party may terminate any agreement for the provision of Courses immediately on written notice.

13.5. **Rights of Third Parties** Nothing in these Terms and Conditions shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to these Terms and Conditions.

13.6. **Further Assurance** Each party shall at the cost and expense of the other party use all reasonable endeavours to do all such further acts and things and execute or procure the execution of all such other documents as that party may from time to time reasonably require for the purpose of giving that party the full benefit of the assets, rights and benefits to be transferred to the other party under these Terms and Conditions.

13.7. **Governing Law** These Terms and Conditions and every agreement for the provision of Courses shall be governed in all respects by English law as if the contract was wholly entered into and wholly performed within England. The parties hereby submit to the exclusive jurisdiction of the English courts.