

## TERMS AND CONDITIONS FOR TRAINING COURSES AND COACHING SESSIONS

These Terms together with our Privacy Policy set out the basis on which you may use our Website to view and Book Services provided by us (all as defined below). By clicking on the "accept" button you agree to these Terms which will bind you. If you do not agree with these Terms, then you should not use the Services. You should print and save a copy of these Terms for future reference. We amend these Terms from time to time and every time you use the Services you should check these Terms to ensure you understand the terms that apply at that time.

In these Terms:

**Booking** means a booking made via the Website in relation to the Services and **Book** and **Booked** will be interpreted accordingly.

**Booking Confirmation** means the confirmation email which will be sent to the email address you provide at the time of making a Booking confirming details of the Service you have chosen.

**Business Day** means any day other than a Saturday, a Sunday or a public holiday in England.

**Coaching Sessions** means coaching services delivered to you by us either on a one to one basis or group basis with the aim of elevating performance and achieving personal goals.

**Courses** means training courses for individuals and training for groups and teams which includes but is not limited to leadership programmes, women's programmes, impact and presentation skills, as further detailed in your Booking Confirmation and **Course** shall be construed accordingly.

**Participant** means an individual who attends a Coaching Session, or a Course and **Participants** shall be construed accordingly.

**Price** means the price payable by you to us in respect to a Service, as further detailed on our Website and in your Booking Confirmation.

**Privacy Policy** means our privacy policy available at <https://www.radabusiness.com/rb-privacy/> as updated from time to time.

**RADA** means RADA In Business also referred to as **we**, **us** or **our** throughout these Terms.

**Terms** means these terms and conditions.

**Third Party Ticket Provider** means a third party service provider who facilitates the sale of the Booking by taking payment from you in respect to a Service [and issuing a Booking Confirmation to you in respect to the Booking made].

**Third Party Ticket Provider Terms** means the Third Party Ticket Provider's terms of service.

**Services** means the provision of Courses and Coaching Sessions by us to you and **Service** shall be construed accordingly.

**VAT** means value added tax in the United Kingdom.

**Website** means our website available at [www.radabusiness.com](http://www.radabusiness.com) where the Services are made available to you to Book.

**you** and **your** mean you.

## ABOUT US

We are RADA In Business Limited (registered company number 03999577).

We provide the Services.

Our registered office is at 18-22 Chenies Street, London, WC1E 7PA.

Our VAT Registration No. is GB766163414.

If you need to contact us for any reason at all in relation to the Services or any Booking, you can contact us at [Openprogrammes@radabusiness.com](mailto:Openprogrammes@radabusiness.com).

## YOUR PERSONAL INFORMATION

We will use your personal information in accordance with our privacy policy which can be viewed at <https://www.radabusiness.com/rb-privacy/>. Please take time to read this as it contains important information regarding how we will use your personal information.

## WE DON'T GIVE BUSINESS CUSTOMERS ALL THE SAME RIGHTS AS CONSUMERS

For example, business customers can't cancel the Services if they change their mind, they have different rights where there is a problem with a Service and we don't compensate them in the same way for losses caused by us or our Services. Where a term applies just to

businesses or just to consumers, this is clearly stated. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

## IF YOU ARE A BUSINESS CUSTOMER THIS IS OUR ENTIRE AGREEMENT WITH YOU

If you are a business customer these Terms constitute the entire agreement between us in relation to your purchase of Services. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these Terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

## USE OF THE WEBSITE

You agree that:

- the Services which you Book via the Website will be for you or another person whom you are legally authorised to act;
- you will not re-sell any Bookings made via the Website;
- you will not make any false or fraudulent Bookings; and

Where we reasonably suspect that any of the above events have occurred, we will be entitled to cancel any Bookings made by you. Where any Bookings cancelled are non-refundable in accordance with these Terms, we will not be responsible for refunding to you any pre-payment of the Price paid by you.

## MAKING A BOOKING

Bookings can be made by selecting the relevant Service on our Website and pressing the 'Book Now' button.

Once you have pressed the 'Book Now' button, you will then be asked to select the number of tickets you wish to purchase for the Services which will be confirmed when you press the 'Checkout' button. You will then be asked to complete your name and email address, including the name, email address and contact details of the Participant who will be attending the Services, if different. Before proceeding with the Booking, you will also be asked to read these Terms and the Third Party Ticket Provider Terms which will apply to all Bookings. The Third Party Ticket Provider Terms set out the terms which apply to the use of the Third Party Ticket Provider's platform which facilitates the Booking. If you are agreeable to these Terms and the Third Party Ticket Provider Terms you can proceed with your Booking by pressing the 'Place Order' button.

## BOOKING CONFIRMATION

Once you have made a Booking via our Website, the Third Party Ticket Provider will confirm your Booking by sending you a Booking Confirmation.

The Booking Confirmation contains important information about the Services you have Booked, and the Price paid or payable.

If you have not received your Booking Confirmation within 24 hours of making your Booking, please contact us at [openprogrammes@radabusiness.com](mailto:openprogrammes@radabusiness.com).

There may be instances where we are unable to accept a Booking, for example, where the Services are no longer available. Where this happens, we will have no obligation to make the Services available to you, and we will notify you of this via email.

## PRICE

The Price for the Services will be displayed to you on our Website and will be inclusive of VAT.

We try our best to ensure that the Price quoted to you is accurate, however there may be times where there has been an obvious error, and in such cases, we will have no obligation to make the Services available to you at an incorrect Price. Where this happens, we may offer you the choice to keep your Booking and pay the correct Price or cancel the Booking.

The Price quoted to you may change at any time, but any changes will not affect Bookings already accepted, except in cases of obvious error.

## PAYMENT

You agree that when making a Booking you will pay the Price for that Booking, including all taxes that may apply. All taxes payable will be shown to you at the time of making the Booking.

You have the option to pay the Price at the time of making the Booking, by credit card, debit card or Paypal; or after the Booking is made on receipt of an invoice from us. These payment options will be presented to you prior to you pressing the 'Place Order' button. In both cases, payment of the Price will be required in advance of the commencement date of the Services.

Where you choose to pay the Price on receipt of an invoice, payment of the Price will be due within 21 days from the commencement date of the services or such shorter period in the event the Services commence prior to this date.

## IF YOU ARE A BUSINESS CUSTOMER YOU HAVE NO SET-OFF RIGHTS

If you are a business customer you must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## LIMITATION OF LIABILITY

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) we are not legally responsible for any:

- losses that were not foreseeable to you and us when the contract was formed;
- losses that were not caused by any breach on our part;
- business losses; or
- losses to non-consumers.

To the extent permitted by law our liability to you will be limited to the greater of the Price payable or £100.

## RIGHT TO CHANGE YOUR MIND

If you are a consumer customer, you have a legal right to change your mind. Given you have purchased our Services online, you have 14 days from the date of your Booking Confirmation to change your mind about your purchase and receive a refund of the Price which you have already pre-paid for the Services. The foregoing will not apply to Services which have already been completed (and you must pay for any Services provided up until the time you cancel).

To cancel your Booking in accordance with the above please contact us at [openprogrammes@radabusiness.com](mailto:openprogrammes@radabusiness.com).

If you wish to cancel or amend your Booking outside of the above 14 day cancellation period or you are a business customer, the section '**Cancellation or Change by You**' below will apply.

## CANCELLATION OR CHANGE BY YOU

Subject to the above section '**Right to Change Your Mind**' (applicable to consumer customers only), in the event you wish to amend or cancel your Booking you will have the following options available to you:

## Substitute

In respect to Courses only, you may request to substitute one Participant for another Participant, at no additional charge, provided the following conditions are met:

- the substitution relates to the same Service and is for the entire duration of the Service;
- a minimum of 2 Business Days' notice has been provided prior to the commencement date of the Service; and
- full details including name and contact details of the new Participant are provided at the time of making the request for the substitution.

If the above conditions are not met, or we are unable to fulfil your request to substitute one Participant for another Participant, the Booking will be treated as being cancelled and no refund of the Price which you have already pre-paid for the respective Service will be payable to you.

## Transfer

In respect to Courses only, you may request to transfer a Booking to different date, provided the following conditions are met:

- we receive an additional payment equal to 75% of the Price of the original Booking which shall be payable by you to us within 30 days from the date of receipt of an invoice from us;
- the request is made within 25 Business Days of the Course commencement date of the original Booking;
- the new commencement date of the Course must be within the same calendar year as the Course commencement date under the original Booking;
- if the Course is due to be held over multiple days, all days must be transferred; and
- a request to transfer a Booking may only be made once.

If the above conditions are not met, or we are unable to fulfil your request for a transfer, the Booking will be treated as being cancelled and no refund of the Price which you have already pre-paid for the respective Service will be payable to you.

## Reschedule

In respect to Coaching Sessions only, you may request to reschedule a Coaching Session provided the following conditions are met:

- the request is made at least 5 clear Business Days prior to the commencement date of the originally agreed Coaching Session;
- a request to reschedule a Coaching Session may only be made once; and
- the date of the rescheduled Coaching Session must take place within 6 months of the of the date of the originally agreed Coaching Session.

If the above conditions are not met, we are unable to fulfil your request to reschedule the Coaching Session or a Participant fails to turn up to the Coaching Session, the Booking will be treated as being cancelled and no refund of the Price which you have already pre-paid for the Coaching Session will be payable to you.

## Cancel

You may request to cancel a Booking in respect to a Service, and provided this request is received at least: (i) 25 Business Days in the case of a Course; and (ii) 5 Business Days in respect to a Coaching Session, prior to the commencement date of the respective Service we will refund to you the Price which you have already pre-paid for that Service.

In the event you cancel a Booking outside of the time periods noted above, no refund of the Price which you have already pre-paid for the respective Service will be payable to you.

To cancel or amend your Booking please contact us at [openprogrammes@radabusiness.com](mailto:openprogrammes@radabusiness.com).

## CANCELLATION BY US

We may cancel your Booking where:

- payment of the Price has not been received when due; or
- due to events which are outside our control, including, natural disasters, a government's actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic, lock-outs, strikes or other labour disputes (whether or not they relate to our workforce), restraints or delays affecting carriers or not being able to get supplies of suitable materials on time or at all or a pandemic,

and in both cases, we will notify you of such cancellation as soon as possible.

Where we cancel your Booking due to events which are outside of our control we will refund to you the Price which you have already pre-paid for the Services. Prior to refunding you the Price, we may, in our sole discretion, offer to assist you in sourcing the Services on an alternative date.

## REFUNDS

All refunds will be transferred back to you using your original payment method unless you notify us otherwise. If you are a consumer customer, we will refund you as soon as possible and in any event within 14 days of you telling us you wish to cancel or where we have cancelled the Services.

## LATE ARRIVAL, AND DISRUPTIVE, ABUSIVE OR DISCRIMINATORY BEHAVIOUR

We reserve the right to prohibit entry to a Course or Coaching Session if you arrive 30 minutes or more after the published start time, and unless there are exceptional circumstances for such delay, you will not be eligible for a refund.

We reserve the right to remove you from a Course or Coaching Session, at any time and without refund, if we consider, in our sole discretion that your behaviour to be disruptive, abusive, or discriminatory.

## CONFIDENTIALITY

Content and insights you choose to share with RADA Business staff is treated confidentially. We ask that you extend the same courtesy to your fellow participants – anything raised during the programme must not be disclosed outside of your cohort. Your Practitioners will likely establish this agreement at the beginning of your programme.

## COACHING SESSIONS

The following shall apply to Coaching Sessions only.

We will provide the Coaching Sessions using one or more coaches (each a **Coach**) selected by us. You shall only be entitled to receive the Coaching Sessions for a maximum period of 6 months from the commencement date of the Course.

The Coaching Sessions do not comprise medical or counselling services or any other form of therapy or therapeutic treatment. You acknowledge that you are solely responsible for your own physical, mental and emotional well-being, decisions, and choices, together with any actions, decisions and outcomes resulting from the Coaching Sessions. If you believe that medical or counselling services are required, it is your responsibility to obtain such services.

You acknowledge and agree that neither us nor the Coach is responsible for or liable for any actions or decisions (or the consequences of any actions or decisions) taken by you, as a result of the Coaching Sessions.

The Coaching Sessions will be provided on the dates and for the durations agreed between you and us after the completion of the Course.

The Coaching Sessions will be provided virtually via Zoom unless an alternative platform is specifically requested by you.

## TRANSFER OF THESE TERMS

We may, and you may not, assign, subcontract or delegate rights, duties or obligations under these Terms.

## YOUR LEGAL RIGHTS IF YOU ARE A CONSUMER

If you are a consumer, you have legal rights in relation to the Booking which is not affected by these Terms. Advice is available on your rights from your local Citizen's Advice Bureau.

## THIRD PARTY RIGHTS

No one other than a party to these Terms has any right to enforce any of the Terms.

## CUSTOMER QUERIES AND COMPLAINTS

To the extent that a query or complaint relates to the Services we will try to resolve any query or complaint with you quickly and efficiently. If you are unhappy with the Services we have provided, please contact us as soon as possible at [openprogrammes@radabusiness.com](mailto:openprogrammes@radabusiness.com).

## OTHER IMPORTANT TERMS

Each paragraph of these Terms operates separately and if a court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you comply with your obligations under these Terms or we don't enforce our rights or we delay in doing so, that does not mean that we have waived those rights or that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing and that will not mean that we automatically waive any other or later default by you.

In the event of a conflict between these Terms and the Third Party Ticket Provider Terms, these Terms shall prevail.

## GOVERNING LAW AND JURISDICTION OF THE COURTS

These Terms are governed by English law. If you are a consumer customer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer customer we can claim against you in the courts of the country you live in. If you are a business customer you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.