

Terms and conditions

for Sava qualification and training programmes

1 These terms and our agreement with you

- 1.1 **Who we are.** We are Sava Limited, a company registered in England and Wales with company number 01753762, whose registered office is at 4 Mill Square, Featherstone Road, Wolverton Mill, Milton Keynes MK12 5ZD. Where we refer to 'you' or 'learner' we intend to mean the individual attending the course. References to "sponsor" or "business" refer to the business which may pay for the course on behalf of a learner and therefore enter into the agreement directly with us.
- 1.2 **What these terms cover.** These are our terms and conditions which apply when you book on a course with us (references to "course" also includes qualification/ training programmes that we may offer from time to time), together with our booking form and privacy notice ("agreement"). No other terms shall apply whether oral (for example something said by one of our sales representatives) or written, unless we expressly agree. All bookings accepted by us are conditional upon you or your sponsor accepting and agreeing to comply with these terms and conditions.
- 1.3 **Why you should read them.** Please read these terms carefully before you agree to book a course with us. These terms and conditions tell you who we are, how you can book a course with us as a learner or a sponsor and how we may change our agreement with you/ your sponsor or, bring it to an end.
- 1.4 **Who these terms and conditions apply to.** These terms and conditions apply to both the learner and the sponsor (if applicable). In addition, there are sections in these terms and conditions which apply to just consumers or just businesses, as expressly set out below.

2 Booking with Sava and your obligations to us

- 2.1 **How to book** You and/or your sponsor will be required to complete a booking form which can be sent to us by post or on email.
- 2.2 **When our agreement with you starts.** Our agreement with you and/or your sponsor starts when we send you or your sponsor an email acknowledgement or other written acceptance, confirming we have received the reservation fee payable or the completed booking form, whichever happens earlier.
- 2.3 **Sending information to you.** We will send you the relevant information about your course on email unless we agree with you otherwise. It is your responsibility to ensure that your email/ contact details and other personal data are correct at the time you provide them to us. We will process and store yours and/or your sponsor's personal data in accordance with our privacy notice which can be found at: www.sava.co.uk. By sending your personal data to us, you and/or your sponsor consent to us processing and storing your personal data.
- 2.4 **Communicating with us.** If you and/or your sponsor need to contact us at any time, please either phone us or email us. For all issues regarding sales and your relationship with us before your course starts, you should phone us on 01908 442158 or email at hello@sava.co.uk. For all issues regarding actual training delivery, particularly once your course has started, you should phone us on 01908 442240 or email at training@sava.co.uk.
- 2.5 **Your co-operation.** By entering into an agreement with us, you agree to co-operate with us to help us deliver the course to you. This includes but is not limited to you agreeing to

conduct yourself in a manner conducive to learning with a view to completing a course successfully and/or attaining the relevant qualification.

- 2.6 **Our obligations to you.** We will deliver the course to you using reasonable care and skill.

3 Paying for the course

- 3.1 **The amount you pay.** The price payable for the course is as set out on our website and confirmed on the booking form. The amount payable and when payment(s) are due, will be dependent on the type of payment plan chosen. The booking form will contain all the details relevant to the course you are buying so please check this carefully to ensure it is accurate. By signing the booking form you and/or your sponsor agree to make the payment(s) when we advise that they are due and payable. If payments are not made when due and payable, we may end our agreement with you and/or your sponsor (as the case may be). We also reserve the right to charge an administration fee of £25 for late or missed payments.

- 3.2 **Reservation fee.** We may request payment of a reservation fee to secure a place on a course. This reservation fee will be deducted from the balance of fees outstanding. In addition to the rights to cancel the agreement with us (please see clause 4), if you or your sponsor changes their mind and cancels a place on a course before 14 calendar days of the course starting, the reservation fee will be refunded. If cancellation is made within 14 calendar days of the course starting, the reservation fee will not be refunded.

- 3.3 **How it works if you opt for the “Payment in Advance” option as a consumer or business customer.** If you or your sponsor pay in advance, full payment must be received at least 14 calendar days before the first date of the course.

- 3.4 **How it works if you opt for the “Pay as You Learn” option if you are a consumer:**

Some of our courses offer the option to pay through making a deposit, and then paying the balance through monthly payments. The deposit must be received at least 14 calendar days before the first date of the course. The deposit sum to be paid will be less any reservation fee that we have received to secure your place on one of our courses.

If you fail to make the monthly payments on time, your agreement with us will be terminated. You will not be liable to pay any balance other than any missed payments you may still owe us that were incurred whilst you were still receiving training services from us. No refund will be given on any fees that you have paid up to the date that you leave the course.

- 3.5 **How it works if you pay using the “Third Party Finance” option if you are a consumer or business customer.** Some of our courses which are run as qualification programmes, offer the option to fund learning via finance credit via a third-party finance company. If you wish to fund a course using finance, you or your sponsor will enter into a contract directly with the provider. Sava acts as an introducer in such circumstances. If you have already paid a reservation fee to secure your place on a course, the amount paid will be deducted from the total amount you or your sponsor will obtain finance for.

- 3.6 **If you are a business customer: how it works if you pay via the “Business to Business Package” option.** Some of our courses offer a business to business package which allows a sponsor to put themselves or a nominated employee through the course. In such circumstances, our contract will be with the sponsor and the sponsor will be responsible for paying any deposits or reservation fee together with any monthly instalments or additional charges as specified on the booking form.

4 Cancellation of this agreement by you

- 4.1 **Cancellation during the Cooling off Period.** If you are a consumer, you have the right to cancel any course you have booked, starting from the time we send you written

confirmation on your booking by email (or after receiving your completed booking form, whichever is later) for a period of 14 calendar days (**Cooling Off Period**). If you wish to exercise your right to cancel during the Cooling Off Period, you must inform us in writing at hello@sava.co.uk. If you exercise your right to cancel during the Cooling Off Period, we will reimburse all payments due to you, subject to what is set out below.

However, if you attend, or request to attend, a course offered by us in full or in part, or access an online course during the Cooling Off Period, then you will be obliged to pay us an amount which is in proportion to what has been performed, until you have written to us notifying us of your cancellation of our agreement. Likewise, any books or training materials sent by us to you must be returned to us at your expense, or otherwise the cost will be deducted from the amount we refund to you.

- 4.2 **Cancellation after the Cooling Off Period but before the course starts.** If you want to cancel after the Cooling Off Period has ended but before the course starts, in circumstances where the course does not start for at least another 14 days, we will provide a refund of all of the fees that you have paid to us.

However, if you cancel after the Cooling Off Period has ended and the course starts within 14 days from the date you wish to cancel, you will receive a refund of the fees you have paid, less the reservation fee (which Sava will be entitled to retain).

Please note: In all cases, you must inform us in writing at hello@sava.co.uk. Any books or training materials sent by us to you must be returned to us, or otherwise the cost will be deducted from the amount we refund to you.

- 4.3 **Cancellation after the course has started.**

If you are a consumer. If you have paid by “Payment in Advance” or “Third Party Finance”, no refund is provided on the fees that you have paid to us once the course has started. If you have paid through the “Pay as You Learn” option, no refund is provided on the fees that you have paid to us once the course has started, although any future monthly fees will not need to be paid to us.

If you are a business customer and have paid through the “Business to Business Package”, no refund is provided on the fees that you have paid to us once the course has started. In addition, you will be liable for paying the balance of the full course fees, as detailed on the booking form. Should the learner leave the employment or no longer be associated with the sponsor, it will be responsibility of the business and the sponsor signatory to settle any amounts due. Sponsoring businesses remains liable for the payment of any other fees, in the absence of any other funder to complete the payment schedule.

5 **Cancellation of this agreement by us**

- 5.1 **When we reserve the right to cancel.** We reserve the right to cancel the agreement between us (i.e. between you and Sava or the sponsor and Sava) if there are insufficient delegates to make the course financially viable; or due to circumstances beyond our control, we are unable to offer the course at the originally agreed location or within a 20-mile radius of the original location. In such circumstances, we will refund the fees paid by you or the sponsor. Alternatively, we will use our reasonable endeavours to offer a suitable replacement course if one is available. We will have no other liability to you and/or your sponsor.

- 5.2 **Our additional rights to cancel.** We also reserve the right to cancel this agreement if: -

- 5.2.1 In our opinion, your attendance is consistently disruptive to others on the same course as you, or if you have engaged in inappropriate behaviour (comprising but not limited to indecent, disorderly, threatening or offensive behaviour or language whether expressed orally, in writing or electronically). In this situation we will speak

to you and will write to you by email explaining why your behaviour is unacceptable and giving you the opportunity to modify your behaviour. In our written communication we will also explain the consequences of repeat behaviour and how this will affect your continued place on the course;

- 5.2.2 You are guilty of academic misconduct such as plagiarism, collusion, deceit or personation;
- 5.2.3 Where clause 7.4 applies and in our reasonable opinion, we are of the view that you are not going to meet the necessary standards required to complete a course successfully;
- 5.2.4 You or the sponsor are materially in breach of the agreement with you or the sponsor; or
- 5.2.5 You or your sponsor fails to make payments to us of the fees when they fall due.

If we terminate the agreement for any of the reasons set out above, neither you (if you are a consumer) nor the sponsor will be entitled to any of the fees paid.

6 Course requirements

- 6.1 **Suitability.** It is up to you to decide whether you have the necessary skills and aptitude to take part in a course we offer when booking with us via the booking form. We do not make any representation or warranty that the course selected is suitable for your requirements. We may offer you an aptitude assessment to help you and/or your sponsor reach a decision as to your suitability but we will not be held responsible at any time to you or your sponsor if you do not have the required skills and aptitude to take part or you decide at any stage (having booked on a course), that the course is not suitable for you.
- 6.2 **Mentoring and how it works.** For some courses we may recommend that you find a mentor to help you progress. While we will do all we can to match you with a suitable mentor, it is ultimately your responsibility to find a mentor and make the appropriate arrangements with them.

7 Course content and assessment process

- 7.1 **Changes to course content and assessments.** To ensure our course content is relevant and up to date at all times, we may vary or change any course content as we see fit. We reserve the right to amend any assessment processes if required to do so by any quality assurance organisation we work with. Unless we agree otherwise with you, you must complete a course as outlined on the booking form.
- 7.2 **Timescales for assessment.** If you do not complete the assessment element within the time frame notified in the booking form; and have not contacted us, we will assume that you have permanently withdrawn from the qualification.

If you do not complete the assessment element the time frame notified in the booking form; and have contacted us regarding your circumstances, we may at our sole discretion agree to extend your assessment period. We will charge an additional fee in connection with the costs involved in extending the process.
- 7.3 **Examinations set by external awarding bodies.** Some qualification programmes have an examination managed by an external awarding body, and for impartiality we have no influence or control over these, or the test centres.
- 7.4 **Other important information.** The booking form will contain specific requirements that relate to the specific course chosen. These requirements form part of these Terms and Conditions, and you should read them carefully. Our course advisors would be pleased to talk you through them

- 7.5 **Verification and maintaining standards.** If your qualification involves an assessment element, your submitted assessments may be moderated by internal verifiers, and by the external verifier appointed by the qualification's awarding body. This is to ensure standards of assessment are maintained. Occasionally, an assessor's decision can be overturned by an internal or external verifier which may mean you have to undertake additional work. If this happens, we will explain what you have to do.
- 7.6 **Multiple submissions and how it works.** In cases of multiple submissions (for example 6 attempts or more of the same single element of assessment), we may discuss with you and your allocated assessor your ability to complete the qualification.
- 7.7 **Location of learning and changes.** The location of your course is identified at the top of the booking form. Sometimes we will hold parts of the course at different locations at our discretion. If we change the location of your course, we will let you know in advance. It is your responsibility to make sure that you can get to the location on the dates and at the times specified. If you want to change the location or change the date on which you are due to attend, you must let us know in advance by giving us 7 days' notice by email on training@sava.co.uk. In our absolute discretion, we may agree to a request provided you or your sponsor pay any additional charges that we advise you are due and payable.
- 7.8 **What happens if you don't complete the course on time.** If you do not complete a course within the timescale specified by us for whatever reason, we may at our discretion allow you to extend the time for completion provided you pay us such additional charges as may be notified to you by us from time to time.
- 8 Our liability to you and your sponsor (if applicable)**
- 8.1 **We do not exclude or limit in any way our liability to you or your sponsor where it would be unlawful to do so:** this includes liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any matter where it is unlawful to limit or exclude liability.
- 8.2 **What we are not liable for.** Subject to clause 8.1 above, we will not be responsible to you or your sponsor for loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of earnings, loss or corruption of software data information, loss of or damage to goodwill, any loss or corruption of data and any indirect or consequential loss.
- 8.3 **Our total liability to you.** Subject to clauses 8.1 and 8.2, above, our total liability to you and your sponsor whether under this agreement or otherwise (including statutory duty) **will not exceed the amount you or your sponsor have paid to us under the terms of the agreement.**
- 8.4 **Other points to note:**
- We will not have any liability to you, your sponsor or any other third party, in the event of a change of policy by government, Awarding Body, associated professional body for example Awarding Body for the Built Environment, Royal Institution of Chartered Surveyors. In addition, no guarantee is given nor any representation or warranty (whether express or implied) is made by us that successful completion of a course will result in accreditation or admission to any accredited schemes or professional bodies.
- 8.5 **What happens where there is an event beyond our control.** We shall not be responsible and have no liability to you or your sponsor for any failure to comply with our agreement where such failure is caused by any event or circumstances beyond our control including, without limitation, strikes, lock-outs, any other industrial dispute, acts of God, breakdown or systems or network access, explosion or terrorist act.

- 9 If a court decides that part of our agreement with you and/or your sponsor is unenforceable or illegal, the rest of it will continue in force and will not be affected.**
- 10 Ownership of Intellectual Property Rights and Course Materials**
- 10.1 Who owns the rights.** The copyright and all other intellectual property rights in all course materials in whatever format/ media (including course content), will remain our sole and exclusive property or the property of the organisation supplying the course material(s) (as the case may be).
- 10.2 What you can't do.** You agree not to copy or permit the copying, disclose or permit the disclosure or sell or hire any course materials or content to any third parties, including, where applicable, your sponsor unless we have provided our written consent to you in advance. You agree not to allow anyone else to use your username and password. Where a course gives you access to third party software or online services (for example but not limited to Rightmove Plus, iSurv, UWE etc.) you agree not to allow anyone else to use your username and password and will respect the licensing agreement we have with those suppliers.
- What you can do.** You are permitted to use our course materials only for your own education/learning. Where a course (or part of it) involves E-Learning, we will grant you access to software to enable you to gain access to it.
- 11 Other Parties.** Except for our holding company, associated companies, affiliates, directors, employees or representatives, nobody else has any rights under this agreement nor has any rights to enforce it. Neither you nor your sponsor may transfer or deal with your rights under this agreement except with our prior written consent. We may transfer or deal with our rights under this agreement without your or your sponsor's consent.
- 12 Even if we delay in enforcing our agreement with you, we can still enforce it later.** This could include us not taking any steps for the time being if you or your sponsor break the agreement with us or not insisting that you and/or your sponsor do something straight away.
- 13 Which laws apply to our agreement with you.** Our agreement with you and your sponsor (if applicable), shall be governed by and interpreted in accordance with English law and the English courts shall have exclusive jurisdiction to resolve any disputes between us.