



COMPLAINTS POLICY

1. These terms

- 1.1 These are the terms and conditions on which we provide services and/or study materials to you, whether these are training courses, events, coaching, supervision or associated services.

2. Information about us and how to contact us

- 2.1 We are Leader as Coach LTD, a company registered in England and Wales. Our company registration number is **15563908** and our registered office address is: at 124 City Road, London, EC1V 2NX, United Kingdom.
- 2.2 You can contact us by telephoning the Leader as Coach team at **+44 (0)207 097 3815** or by writing to us via email at hello@leaderascoach.co.uk.
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when enquiring or booking our services.

3. Meanings of Words Used within these Terms and Conditions

When the following words with are used in these terms and conditions, this is what they mean:

- **'Agreement'** means the terms and conditions which form the basis upon which we will provide the services to you as set out in this document.
- **'Bank holiday'** means a bank holiday under the Banking and Financial Dealings Act 1971.
- **'Bespoke Package'** means any training package which is not an Off-the-Shelf Package.
- **'Off-the-Shelf Package'** means one of our training packages without amendment or alteration.
- **'Cancellation fees'** means the fees payable by you to us in the event that you cancel a confirmed booking.
- **'Cancellation notice'** means written notification to us by which you cancel a confirmed booking.
- **'Confirmed booking/bookings'** mean a request by you for us to provide services to you which has been made in accordance with this agreement.
- **'Start Date'** means the date on which the Course you have accepted to purchase commences.
- **'Delegate/delegates/delegation'** means a person or persons attending the training course, or event or coaching or supervision by us as part of the services.
- **'Effective date'** means the date upon which, according to the terms of this agreement, a cancellation notice is received by us.
- **'Fee/fees'** mean our charges for the provision of the services and, unless otherwise stated, any fee or fees included in any quotation or training proposal will be exclusive of VAT and payable in accordance with, and by the time set out in, our invoice.
- **'High Value Package'** means any training package for which our fee is £10,000.00 or more.
- **'Invoice'** means the invoice which we sent to you in relation to our fees for the provision of the services.
- **'Quotation' and 'training proposal'** mean a written document which we have sent to you in which we: 1) set out details of the services to be provided; and 2) state the price to be paid for the provision of those services.
- **'Reservation/reservations'** mean a non-binding agreement to provide services before a confirmed booking is made.



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- **'Service/services'** mean the training course, event, coaching or supervision provided, or to be provided, by us and which are set out in our quotation or training proposal.
- **'Trainer/trainers'** means the person or persons who deliver the training to the delegate.
- **'Training date'** means the date on which the services are to be provided.
- **'Training time'** means the time at which the services are to be provided.
- **'We/us/our'** mean Leader as Coach, its authorised agent(s) or representative(s).
- **'Working day'** means any day except Saturday, Sunday, a bank holiday, Good Friday or Christmas Day.
- **'You/your/yours/yourself'** mean the person who, or company which, has made a confirmed booking or a reservation in accordance with this agreement.

4. The Services

- 4.1. We will provide the services if a confirmed booking has been made in accordance with these terms and conditions.
- 4.2. The nature and extent of the services which are to be provided will be confirmed in, and confined to, those set out on the website or, subject to clause 17 of these terms and conditions, any subsequent variation thereof.

5. Bookings and Reservations

- 5.1. You may book a place on a course with us via email, in person or by telephone. The process for booking is the same for all services we provide, including off-the-shelf services or bespoke offerings.
- 5.2. Our acceptance of your booking for services will take place when we have issued you with confirmation of your enrolment at which point a contract will come into existence between you and us and you will be required to pay the services and any additional fees unless we have agreed to third party funding. Payment terms are outlined in clause 6 of these terms and conditions.
- 5.3. Once a confirmed booking is made in accordance with these terms and conditions, we will provide the services to you in accordance with, and at the time and place set out in within the confirmation sent to you.
- 5.4. We may agree to make a reservation but will not be obliged to provide any services if a confirmed booking is not made in accordance with these terms and conditions. Either you or we may cancel a reservation before a confirmed booking is made. If a reservation is cancelled, no fees will be payable to us.
- 5.5. If we are unable to accept your booking, for example where you have provided incomplete or inaccurate information, we will inform you of this.

6. Invoicing & Payment

- 6.1. Upon receiving booking confirmation from you, we will ensure that an invoice is raised and sent you. The invoice will include details on how to make payment for the services.
- 6.2. All payments made in relation to services are made via bank transfer. We reserve the right to provide alternative payment methods at any time. These will be clear to you as part of the invoice process.
- 6.3. We are not responsible for any fees, charges, exchange rates or additional charges levied by individual financial institutions or Credit Card companies.



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- 6.4. You will pay our fees in the amount and within the 28 days set out in the invoice you receive. A 5% surcharge will be added to any fees not paid by the time set out within our invoice.
- 6.5. You will not be entitled to any refund if a delegate does not attend, or fails to complete, any training course, event, coaching, self-study or supervision forming part of the services.
- 6.6. If you inform us that your employer is paying the services, your enrolment will only be accepted if your employer has provided authorisation and has approved to pay for the services with us. We will invoice your employer directly.
- 6.7. If your employer is paying for services for you directly to us, we have agreed a separate contract with your employer for the provision of the services. In this case any provisions relating to the payment of fees or refunds contained in these terms and conditions do not apply to you.
- 6.8. Any provisions relating to the payment of fees or refunds also do not apply to you if we are providing you with sample resources and demos free of charge.

7. Cancellations and Refunds

- 7.1. You may cancel a confirmed booking in accordance with this clause 7. To cancel a confirmed booking, you must provide us with a cancellation notice.
- 7.2. A cancellation notice must be sent by email to: hello@leaderascoach.co.uk.
- 7.3. If you cancel a confirmed booking you must pay our cancellation fees. Our cancellation fees are calculated as a percentage of our fees. The percentage payable varies depending upon the number of days between the effective date and the training date and the training package that you have booked as follows:

Off-the-Shelf Package

Number of days between effective date and training date Percentage of fees payable

- More than 14 days 0%
- 10-14 days 50%
- 9 days or fewer 100%

Bespoke Package & High Value Package

Number of days between effective date and training date Percentage of fees payable

- More than 31 days 0%
- 30-21 days 25%
- 21-15 days 50%
- 14 days or fewer 100%

- 7.4. If we cancel a confirmed booking, no refund is due so long as, we have made a reasonable offer to you to rearrange the provision of the services. If no such offer has been made, then you are entitled to a full refund of any fees paid.
- 7.5. We and you agree that, save as set out in this clause 7 and in clause 15, neither we nor you are liable to reimburse, or otherwise meet, any costs, fees, expenses or losses arising as a result of cancellation of a confirmed booking.
- 7.6. We may also suspend provision of services if you do not pay. If you do not pay us for services when you are supposed to and you still do not make payment within 7 days of us reminding you



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that payment is due, or if your sponsoring employer or third party funder does not pay us, we may suspend provision of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending provision of the services.

- 7.7. You have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013. If you are cancelling within the 14-day Cancellation Period then please let us know by a clear statement: using the contact details in clause 2, email us, or call us. Please give us your name, address, details of the services booked and where available your phone number and email address. To meet the cancellation deadline, it is sufficient for you to send us your communication telling us you wish to cancel before the end of the Cancellation Period.
- 7.8. If a refund is due, we will refund you the price you paid for the services, by the method you used for payment. However, we may make deductions from the fees, in clause 7.
- 7.9. We are not responsible for delays outside our control. If provision of the services are delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and provide a refund for any part of the services you have paid for but not received.

8 Our rights to make changes

8.1. We may change the services and these terms with minor changes:

- i) To reflect changes in relevant laws and regulatory requirements;
- ii) To implement minor technical adjustments and improvements, which will not affect the delivery of the services; and
- iii) To ensure consistency with UK professional education sector practice and guidance.
- iv) To accommodate minor or temporary changes to dates and locations, which do not impact on the overall provision of the services.

8.2. More significant changes to services and these terms may also be made. In addition, we may make the following changes to these terms or the services, but if we do so we will notify you in advance and you may then contact us to end the contract and receive a full refund before the changes take effect:

- i) To increase service fees to proportionately reflect the costs associated with establishing and providing the services;
- ii) To correct errors;
- iii) By adding or removing optional modules; and
- iv) If a third party such as a government body, an awarding body or professional institute which governs services imposes the changes on us, such as amending a policy or procedure, changing the syllabus or method of assessment.

9 Technology and Essential requirements

9.1. You will need the following essentials to participate in our services.

- Access to a PC or laptop;
- Ability to connect to the internet via a broadband connection; and



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- Zoom Software

- 9.2. Our learning platform supports all the major modern browsers. However, for optimum performance we recommend that you use the latest versions for browsers.
- 9.3. Pop-up blockers and firewalls. Your web browser may have active pop-up blockers to suppress unwanted advertising. Similarly, you may be behind a content-blocking device such as a firewall. It may be necessary to reconfigure or disable these. If you are accessing the learning platform from work or in a public place you may have to contact the system administrator to do this. It is your responsibility to ensure that Kaplan.co.uk and Kaplan.com are added to your safe domain list.
- 9.4. Computer equipment and internet access costs. These are not included in our services fees and are your responsibility.
- 9.5. It is your responsibility to check that the computer or any other mobile device (such as a tablet) you plan to use to access for training is compatible for participating in webinars.

10 Equipment and Belongings

- 10.1. We are not liable for loss or damage to your equipment or other belongings, nor those of delegates, howsoever caused. You are liable for any damage caused by you or by delegates to materials or equipment which we provide to them for use during the provision of the services.

11 Copyright

- 11.1. We retain all intellectual property rights in all of the materials and/or documents and/or software which are made available to you and/or any delegate or delegates. Neither you nor any delegate or delegates may reproduce, retrain modify, amend, store in any retrieval system or transmit those materials and/or documents and/or software in any form or by any means without the express written permission of the trainer or us.

12 Identity of Trainer

- 12.1. Trainers are selected based on expertise and suitability for the services which are to be provided.
- 12.2. Selection of the trainer shall be at our sole discretion and may include consultant trainers based on expertise and availability.



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13 Health & Safety

- 13.1. We and you agree that the responsibility for health and safety of you and delegates remains with you throughout. For example, if and to the extent that one may be necessary, you are responsible to yourself and to delegates (and for all other purposes and to any and all other third parties) for undertaking a risk assessment relating to both the location at which the services are to be provided and to the provision of the services.

14 How to tell us about problems

- 14.1. If you have any questions or complaints about us or the services we provide, please contact us. by telephoning the Leader as Coach team at **+44 (0)207 097 3815** or by writing to us via email at hello@leaderascoach.co.uk.
- 14.2. If you wish to make a formal complaint Our complaints procedure is found on our website www.leaderascoach.co.uk.

15 Right to Remove

15.1. We and the trainer have the right, at our or, as the case may be, the trainer's, sole discretion, to request that a delegate removes him or herself from any training course, event, coaching, or supervision on reasonable grounds, including on grounds of health and safety and of misconduct. Notwithstanding a delegate may have removed him or herself from the training course, event, coaching, or supervision, you will remain liable for 100% of our fees.

15.2. If the delegate refuses to remove him or herself from any training course, event, coaching, or supervision following a request made in accordance with clause 15.1, we and the trainer have the right, at our or, as the case may be, the trainer's, sole discretion to terminate the provision of the services.

15.3. If the conduct of a delegate is such that we or the trainer reasonably consider that the provision of the services must be suspended or cancelled as set out in clause 15.2, you will be liable to pay 100% of our fees.

15.4. In all cases you agree that you will respect others and will not act in a way that in the opinion of Leader as Coach is defamatory, abusive, profane, threatening, offensive, illegal, or detrimental to others or to the reputation of Leader as Coach. If you do not adhere with clause 15.4 of these terms, Leader as Coach reserves the right to refuse you services, and/or remove you from services part way through.

16 Force Majeure

16.1. The provision of the services may be totally or partially suspended or cancelled by us or the trainer at any time if and to the extent that delivery is prevented through any circumstances beyond our or the trainer's control.



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17 Variation

17.1. If we update these Terms, we will post a revised version of the Terms, and a summary of our changes, on our website. We may also e-mail you with information on those changes.

18 Entire Agreement

18.1. This agreement represents the entire agreement between you and us.

19 Governing Law

19.1. By agreeing to these terms and conditions, you are agreeing that these terms are governed by the law of England and Wales.