

Revision: v1.02 15-06-18		GULT Course Terms
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GULT Course Terms and Conditions (v1.02 15.06.18)

These terms and conditions relate to any **Guided Ultrasonics Ltd. Training** courses taking place on or after 1 July 2018.

This document provides the party ("party" refers to a company and/or its delegates) contracting with GULT (Guided Ultrasonics Ltd Training) the terms and conditions on which GULT supply training courses ("Courses") and is to be read in conjunction with our General Terms & Conditions and Website Use available on the GUL Website http://www.guided-ultrasonics.com/privacy-policy/ and http://www.guided-ultrasonics.com/future-courses/.

Please read these terms and conditions carefully before booking any Courses with us. You should understand that by booking any Courses, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

1. Registering and Booking Courses

Booking for courses can be made via our website (<u>www.guided-ultrasonics.com</u>) by completing the registration form at the following link: <u>www.guided-ultrasonics.com/registration-form/</u>, or by contacting our Training Team on +44 (0) 845 605 0227 or at <u>training@guided-ultrasonics.com</u>.

2. Pricing of courses

Once a registration form has been filled, GULT will provide you with the Course pricing. The quoted prices will be valid for 30 days. GULT reserves the right to change prices listed at any time prior to confirmation of booking. GULT will tell you and give the option of either reconfirming your booking at the correct price or cancelling the booking. In this instance, if we are unable to contact you or we receive no reply from you, your booking will be cancelled. GULT also reserves the right to refuse to supply to any individual or company.



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3. Provisional bookings

When booking a Course online, acknowledgement of the booking request will be emailed within 2 working days of the request being received by GULT. Where a booking made online, by email or over the telephone is not accompanied by a Purchase Order (PO) for full payment, the booking will be deemed to be provisional ("Provisional Booking"). Provisional Bookings will only be held until 4 (four) weeks prior to commencement of the Course, after this any Provisional Bookings will be cancelled. When payment has been received in full, the individuals' place on the Course will then be confirmed and a binding contract will have been entered into between GULT and the booking party. Please refer further to the "How to pay" section 5 below.

4. Cancellations of Courses by GULT

GULT reserves the right to amend or cancel any Course, Course times, dates or published prices. Changes to Course prices, times and dates will be advised before the Course start date and any Course already paid in full will not be subject to an increased price. As a course may be cancelled at any time up to four weeks prior to its commence, we recommend that delegates do not make travel or accommodation arrangements before this time. Any travel, accommodation or subsistence costs incurred (including incidental costs such as car parking) are entirely within the responsibility of the delegate or the delegate's organization.

GULT does not accept any liability for reimbursement of any costs incurred in relation to its training Courses. Where a Course has been cancelled, delegates will be offered an alternative date/s for the same course or a refund.

5. How to Pay

Payments can be made by direct bank transfer to the GULT bank account, details of which can be found in Clause 19 according to payment currency. A PO must be sent at least 14 days before the date of the Course date. Payments can also be made to GUL PayPal account, details of which can be found in Clause 19.

Please note that we do not accept payment by cards or cash. We also do not accept payments in any currency other than UK pounds sterling (GBP), US dollar (USD) or EU Euros (EUR).



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Delegates will not be eligible to attend the Course until a PO or PayPal payment is received. GULT reserves the right to refuse admission until a PO has been received and confirmed.

6. VAT

Fees quoted are exclusive of VAT, which will be shown separately on the invoice. A VAT invoice will be sent to cover your payment.

7. Joining instructions

Joining instructions including venue details and start times are sent out by email directly to confirmed delegates at least 7 (seven) days before the Course start day. Once this has been done the services is deemed to have started under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

8. Intellectual property rights (including copyright)

All materials ("GULT Materials") provided for GULT Courses including graphics, text products, software, audio, animations and design are owned by GULT. No content in whole or in part of the GULT Materials may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without the prior written permission of GULT. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of GULT.

9. Cancellations by Delegates or Organizations

Where a firm booking in the form of a PO or payment for a Course has been accepted by GULT and is subsequently cancelled, the costumer will be liable for the charges listed in the table in this section. All cancellations must be received in writing.



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Time period before Course date in which	Charge to costumer
the cancellation is made	
More than 31 working days	No charge
21-30 working days	30%
15-20 working days	50%
11-14 working days	75%
10 working days (two weeks) or less	Full charge

If a delegate is unable to attend, and not in a position either to transfer their place to another person or to another event, then the charges in the above table will apply. **Please note that full payment is required for non-attendance on a booking that has been transferred.**

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (http://www.legislation.gov.uk/uksi/2013/3134/contents/made) a costumer has a cancellation cooling off period where they can cancel the Course within a period of 14 days beginning on the day after the day on which the contract is concluded with the costumer as notified by email or postal confirmation from GULT in accordance with these Terms. In this case, you will receive a full refund of the price paid for the Course/s (see Clause 13 below). After this initial cooling off period the above charges apply.

Upon receiving the joining instructions or when booking 15 working days or less prior to Course start date, you agree that the service provided by GULT is deemed to have commenced and you agree to waive your right to cancel your booking and receive a full refund within 14 days under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. In such instances, the cancellation policy in the above table will apply.

10. Absence

Attendance is mandatory throughout the duration of the Courses. Delegates should ensure they are punctual to all training sessions.

Delegates must notify GULT of any absence by email and/or telephone (see Clause 20) by **9.00am** on the day of absence. We recognise that occasionally it will be necessary for trainees to take leave of absence due to ill-health. Unauthorised absence and/or poor punctuality may



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lead to a dismissal from the training Course.

11. Transfers

In the event that a delegate wishes to transfer his booking to another Course, a 10% administration fee will be charged if the transfer is requested between 21 and 30 working days of the original Course start date. For transfer requests made 20 working days or less prior to the Course date, no refund can be made. Transfers can be made to any identical open Course provided by GULT within a 12-month period.

12. Substitution

Delegate substitution may be made with an adequate notice in advance to Training Team.

13. Refunds

If a delegate or a party wish to exercise the right to cancel booking, GULT will refund the fees paid according to the cancellation policy in Clause 9 above. For payment that was made by direct bank transfer, a refund will be made by direct bank transfer to a bank account that you select.

14. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.



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15. Notices

All notices given by you to us must be given to the address detailed in Clause 20. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, when such e-mail was sent to the specified e-mail address of the addressee.

16. Non-EU Delegates Taking a Course in the UK

Delegates from overseas are welcome to attend courses provided by GULT in the UK, however, if you are resident outside the European Union (EU) you should ensure that you have a valid visa and can comply with all immigration requirements before booking a GULT Course. Please note that GULT do not qualify you for a student visa or for entry to the UK or other EU countries. Visa information is given on www.gov.uk/browse/visas-immigration. If you wish to apply for entry to the UK you should contact your nearest British Consulate that offers a visa service. A full list of UK Overseas Consulates is given on www.gov.uk/world/organisations.

GULT cannot process bookings without full payment in advance. Once payment has been made, cancellation fees are payable in accordance with our terms and conditions. If you do not have a visa before applying and you are unable to obtain one, cancellation fees will be levied.

Any travel costs or any other expenses whatsoever incurred are entirely the delegate's responsibility.

17. Specific needs

GULT aims to ensure that its Courses are accessible to all. If you have any specific needs, such access requirements, please advise us at the earliest possible time and we will contact you to discuss your requirements. It is the responsibility of delegates to inform GULT about any specific needs or requirements they may have.



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18. Data Protection Statement

GULT is registered under the provisions of the UK Data Protection Act 1998 and subjected to the General Data Protection Regulation (GDPR) 2018. GULT keeps any personal data concerning any candidate in confidence. A full description of the GUL, and therein GULT, code of practice relating to data protection policies can be found on the website at http://www.guided-ultrasonics.com/privacy-policy/.

19. GULT bank details

Please email a copy of your bank receipt to our Training Team (training@guided-ultrasonics.com) ensuring you quote your full name and your GUL ID number (if known).

For GBP payments:

Name of bank: HSBC

Address: 1 Leeming Street

Mansfield

Nottingham NG18 1LU

United Kingdom

Sort Code: 40-32-01 Account No.: 11565788

Account Name: Guided Ultrasonics Limited

Swift Address: HBUKGB4B

IBAN: GB69HBUK40320111565788

For EUR payments:

Name of bank: HSBC International branch

Address: 60 Fenchurch Street

London EC3M 4BA United Kingdom

Account Name: Guided Ultrasonics Limited

Swift Address: HBUKGB4B

IBAN: GB07HBUK40127657825668



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For USD payments:

Name of bank: HSBC International branch

Address: 60 Fenchurch Street

London EC3M 4BA

United Kingdom

Account Name: Guided Ultrasonics Limited

Swift Address: HBUKGB4B

IBAN: GB55HBUK40127669264984

For PayPal payments*:

Account Name: <u>paypal@guided-ultrasonics.com</u>

20. Contact details for the Training Team

Telephone: +44 (0) 845 605 0227

Email enquiries: <u>training@quided-ultrasonics.com</u>

Address: GULT, Wavemaker House,

Unit 3 Brentwaters Business Park,

The Ham, Brentford,

TW8 8HQ, UK

VAT number: GB 737 5981 85

21. Complaints Procedure

At GULT we are committed to providing a high standard of customer care. If you are not happy with any element of the service that you have received from the Training Team, please get in touch on +44 (0) 845 605 0227 or fill our feedback form on

http://www.guided-ultrasonics.com/feedback-form/.

22. Governing law

These terms and conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

^{*}PayPal fees of 7% apply according to PayPal Terms and Conditions. An extra of 7% should be added to the total amount appearing in the quotation or PO for your payment to be approved via this route.