

BOOKING TERMS & CONDITIONS

07 JUNE 2019



BOOKING TERMS & CONDITIONS

Our website advertises two types of training, classroom based and online courses (eLearning). Each of those is provided by a different company:

- SWBM ACADEMY LTD – Offer Classroom Based Training – page 2 to page 24.
- SWBM ACADEMY ONLINE COURSES LTD – offer Online Training (eLearning) – page 25 to page 42.

Please note: Classroom Based Training Terms & Conditions are separate to Online Training (eLearning / Distance Learning) Terms and Conditions. Therefore, you should read these Terms before placing an order as they contain important information.

From time to time it may be necessary for us to review these terms so it is recommended that you check this page regularly. Once changes have been made they will post on the website and continued use of the site or training materials constitutes acceptance.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.



SWBM ACADEMY LTD

CLASSROOM BASED TRAINING T&Cs

TABLE OF CONTENTS

1. Introduction
2. Bookings & Payment Terms
3. Eligibility and Admissions
4. Refunds and Cancellations
5. Force Majeure
6. Our Liability
7. Code of Conduct
8. Supply of Training
9. Health and Medical Issues
10. Examinations
11. Results and Certification
12. Examination Re-Sit
13. Your Information
14. Governing Law and Jurisdiction
15. Information



1. INTRODUCTION

Please read the terms & conditions carefully before booking a course with us online, at one of our centres or over the phone. It is expected that you have read the T&C before making your booking.

In these Terms, “we”, “us”, “our” and “SWBM ACADEMY” mean:

Company: SWBM ACADEMY LTD

Office address:

40 Cumberland Road,
London
N22 7SG

Registered in England & Wales

Company registration: 08830800

All bookings are made with SWBM ACADEMY LTD.

The following Terms & Conditions are set rules of using SWBM ACADEMY website or our services. By using this website or our services you agree to abide by the terms set out below. If you do not agree to these Terms, please do not access nor use the Website. If you have any queries regarding these Terms then please [Contact Us](#).

Terms & Conditions for courses on offer (promotional courses) might be different from courses without offers. Please check courses' T&Cs within an advertised course upon making a booking. For Refund, Cancellation & Rescheduling T&Cs of Courses On Offer / Promotional Courses, please see Section 4:1:6 of this T&Cs (Classroom Based Training).



2. BOOKINGS & PAYMENT TERMS

2:1 SWBM ACADEMY reserves the right to change prices without notice until the customer has made the payment in full or put down a deposit. Deposit equals to 65% of the total cost.

2:2 In order to secure your course you must pay SWBM ACADEMY the appropriate costs in full, or subject to agreement, in part, with the remainder due before the course start date.

2:3 Customers who make the booking via phone, email or through our website are liable for any balance outstanding (if any), in full. We reserve the right to refuse admission on to courses if full payment is not received course date.

2:4 Availability of spaces

2:4:1 All bookings are subject to availability of spaces and relevant resources.

2:4:2 Special Offer prices and discounts are subject to availability.

2:4:3 Prices may vary from one candidate to the next that attend the identical course due to the location of the offers made available.

2:5 Reservations transfer

- a. Reservations made online can be transferred to any individual who is eligible to attend (please see **Section 3** for eligibility).
- b. SWBM ACADEMY must be notified in writing in regards any reservation transfer to another person 5 (FIVE) working days prior the course date unless you purchased Premium Package deal (please see **Section 4:2:3:2**).



- c. Reservation transfer to another person is considered accepted by us when you (a person who made the original reservation) receive a confirmation email from an authorised staff member of SWBM ACADEMY acknowledging the transfer details.
- d. The same rescheduling Terms & Conditions apply to Transferred Reservations as it is set in **Section 4:1:3 (Rescheduling your course)**.

2:6 Learners may reserve a place on the course via the website and/or pay premium price on the day of training course. However a reservation without payment is not a confirmed booking. Learners will be allowed to join the training depending on the size of a classroom available, if the classroom is full, learners maybe asked to attend the following course.

2:7 Where a training course is offered at a discount from our price list, the discounted price offered is subject to payment with booking and availability of places.

2:8 Payment can be made by Visa, MasterCard, PayPal or bank transfer. Bank transfer details available on request.

2:9 Prices

- a. Course prices vary depending on the various package deals we offer. Our booking form will display the prices prior making a reservation. Prices, dates and course details are subject to change in print and information displayed on the website.
- b. We reserve the right to change prices, dates and course detail at any given time.



2:10 SWBM ACADEMY reserves the right to re-allocate the course place to another delegate if fees are not paid on time.

2:11 All customers must provide SWBM ACADEMY with correct, clear and accurate information in respect to their names for certification, address, etc.

For all identity validation forms used by our awarding bodies, the candidate is to only sign such validation forms if the spelling of their name on such a form is absolutely correct. Please note that failure to do so will result in the candidate being liable for any administration costs charged by the awarding body for correction on top of our admin fees.

2:12 At SWBM ACADEMY we do our utmost to ensure our prices and product descriptions are up to date and accurate. If we encounter an error with any of the details and you have submitted an order to us, SWBM ACADEMY will contact you with the correct details. If for any reason SWBM ACADEMY is unable to get in contact with you, we will treat your order as cancelled. Consequently, you will be offered a full refund within 10 (ten) working days or alternative course dates once correct course fees are paid.

2:13 All booking confirmation emails are sent to customers and although rare, they can be rejected by the recipient's email server. If you have not received the joining instructions we advise that you check your spam/junk mail. It is the responsibility of the customer to notify SWBM ACADEMY if they do not receive any joining instructions so non-attendance, insufficient ID, or lateness will not be accepted even in this circumstance. Customers will be required to reschedule their training and further charges will incur.



3. ELIGIBILITY AND ADMISSIONS

3:1 Candidates must be 18 or over to apply successfully for the SIA Licence.

3:2 Candidates must have sufficient knowledge of English language, they must effectively write, speak and read in English. If you do not meet the required standards of English language, you will not be allowed to attend the course but you will be issued a refund. However, you will be charged a handling and administration fee of £50. It will be deducted from your order amount.

3:3 SWBM ACADEMY do not do Criminal Record checks on candidates. All candidates are welcome to complete courses and can obtain a qualification. If a candidate wishes to apply for the SIA Licence to work in the Security Industry, then they will need to check with the SIA regarding their own criminal record BEFORE applying the course. The responsibility to check their own circumstances with the SIA in terms of criminal record and how it can affect their case will lie with the candidates. We cannot be held responsible for the SIA Licence applications that are rejected and will not be liable for any losses occurred by the applicant.

3:4 100% attendance is A MUST; any late arrivals are not acceptable (please also see **Sections 4:2:4 and 11**).

3:5 Candidates must check their eligibility to attend the course before making a reservation. Ineligible candidates will be refused on the day without issuing any refund. However, reservations made online can be transferred to any individual who is eligible to attend (please see **Section 3** for further details).



3:6 It is a legal requirement to have ID on you at all times during your training. Failure of bringing the required IDs to your course will result in rescheduling your course and paying £100 rescheduling fee to be allowed to attend another course (please see **Section 3:6** below for further details).

3:6 Required documents

It is the candidates' responsibility to make sure the correct and valid documents are made available to SWBM ACADEMY.

- Picture ID: Passport or Driving Licence
- Two proofs of address
- Two passport size photographs

We are required to see original forms of identification to verify each candidate, without these documents candidates will not be able to begin training and it will result in the candidate being refused from admission on the course (please also see **Section 3:6** for admin charges).

4. REFUNDS AND CANCELLATIONS

SWBM ACADEMY complies with Consumer Protection (Distance Selling) Regulations 2000 and operates the following refund policy in respect of the cancellation of individual course bookings. **Please note: Under the Sales of Goods Act/Distance Selling Act/Consumer Contracts Regulations time-specific services such as training and examination events/courses/sessions are exempt from statutory refund rights.** A confirmed booking cancellation/amendment will result in cancellation/amendment charges.



4:1 Refunds

4:1:1 SWBM ACADEMY reserves the right to refuse any bookings should the maximum number for each course is exceeded. Individuals or groups will be offered alternative dates or immediate refunds.

4:1:2 Deposits are non-refundable. However, candidates will be allowed to transfer the deposit to another date if there is a legitimate reason for not attending the date that was initially booked. This is restricted to one transfer date. If a candidate is unable to attend for the transferred date booked, a secondary date will not be given and deposit will not be refunded.

4:1:3 Rescheduling your course

- a. SWBM ACADEMY must be notified in writing regarding the course rescheduling minimum **FIVE** working days prior to the original confirmed course start date (rescheduling fees apply, please see **Section 4:1:3 & 4:1:4**). Otherwise, any re-booking after that date will be treated as a new booking and shall be liable to the **FULL** course fee in force at that time, unless **Economy or Premium Package** deal is purchased (please see **Section 4:2:3:2**).
- b. Course rescheduling is considered accepted by us when a candidate receives a confirmation email from an authorised staff member of SWBM ACADEMY acknowledging course rescheduling request.
- c. The course date will be rescheduled with you for any course date within the next 3 months of the initial course start date, at the same or
- d. alternative location, subject to availability. If you do not attend the course within offered 3 months, then your booking will be cancelled and you will need to make a new booking unless **Premium Package** is purchased (please see **Section 4:2:3:2**).



- e. Only 1 reschedule is allowed per booking. However, it can be subject to agreement in exceptional circumstances, such as circumstances outside of your control, natural disasters, etc.
- f. SWBM ACADEMY may substitute the venue of training with another suitable venue of its choice and notify candidates via e-mail, text or telephone up to 24 hours prior to the start of the course.

4:1:4 Rescheduling fees

- a. £100 – For notification received FIVE working days prior to the original confirmed course start date;
- b. Free - No rescheduling fees are paid by Premium Package customers if a notification is received up to ONE working day prior to the original confirmed course start date. (T&C apply; please also see **Section 4:2:3:2** for cancellations).
- c. If a course is rescheduled due to insufficient identification documents a fee of £100 will be charged.
- d. If a course is purchased in less than 48 hours prior to the course date, then no rescheduling applies, in the event of non-attendance where payment (deposit or a full fee) has been received, there shall be no Refund. In terms of cancellation within those 48 hours, please see **Section 4:2:3.**

4:1:5 SWBM ACADEMY's tutors, contractors and/or people directly or indirectly related to the company are bound to follow this Terms and Conditions and are not entitled to offer any refunds to candidates/customers for whatever reason. Consequently, SWBM ACADEMY will not be bound by



any such promises. Only SWBM ACADEMY's authorised staff in financial department are entitled to deal with the financial matters of the company.

4:1:6 Courses On Offer / Promotional Courses

Courses On Offer / Promotional Courses fall under the same T&Cs as basic packages do. Therefore, those who purchase Courses On Offer / Promotional Courses should follow **SECTION 4** of this T&Cs (Classroom Based Training) for Refund, Cancellation & Rescheduling and consider all the rules applicable to Basic Packages.

4:1:7 Circumstances refund issued

If a learner has taken a course with us and hasn't received results (relevant certification) without a valid reason from SWBM ACADEMY, then we will issue a full refund.

4:2 Cancellations

4:2:1 Changing or postponing courses

It is unlikely, but due to various circumstances if it is necessary to change or postpone your course, we reserve the right to postpone or change any course in total or in part. Consequently, we will inform you as soon as possible and you:

- will be given the opportunity to transfer to another suitable date and paying or receiving a refund in respect of any differences.
- or
- will be offered a full refund.

4:2:1:1 In the event of cancellation by the training provider, damages shall be limited to a full refund of the course fee. In the case of a deposit being made, the deposit will be refunded. Alternatively, a candidate will be offered



the opportunity to transfer to another suitable date and paying or receiving a refund in respect of any differences.

4:2:2 If a candidate registers, starts a course, in attendance and decides not to continue with the registered course, then the candidate will not be given a refund of the course fee as the fee is utilised for course and examination registration.

4:2:3 Package deals

Below given package deal terms do not apply to courses on offer (discounted courses). Each course on offer has its own package deal T&Cs.

4:2:3:1 Basic & Economy packages

- a. Course cancelled 30 days or more prior to course start date, 75% will be refunded.
- b. Course cancelled between 29 and 14 days before start date 25% will be refunded.
- c. Course cancelled less than 14 days before course start date no refund will be issued (please see **Sections 4:1:3 & 4:1:4** for rescheduling and Paragraph “e” of this section).
- d. If a course is run exclusively for a corporate customer - at SWBM ACADEMY training centres, on a customer site or any other alternative venue - the same refund terms apply in the event of cancellation, but an alternative course date can be arranged by agreement (please see **Sections 4:1:3 & 4:1:4** for rescheduling).



- e. If a course is purchased in less than 14 days prior to the course date, then no cancellation applies, where payment (deposit or a full fee) has been received, there shall be no refund, as those bookings are considered as last minute reservations and the fee is utilised for course and examination registration. In terms of rescheduling, please see **Sections 4:1:3 & 4:1:4.**

Please note: Refunds can only be requested in writing or via email on info@swbmacademy.co.uk and takes up to 10 working days to process.

4:2:3:2 Premium packages

- a. Premium package customers can cancel their course at any time up to 24 hours prior to the course start date and receive a full refund. Refunded purchase price for the course will be credited to their SWBM ACADEMY account and can only be used upon purchasing a new course with us or alternatively they (Premium package customers) can request the same cancellation terms as it is set in **Section 4:2:3:1.**
- b. Credit received following the course cancellation is valid only for 90 days from the date of refund. The credit cannot be used after 90 days from the date of refund.
- c. Credit received following the course cancellation can be transferred to another eligible person (please see **Section 2:5**). However, the individual receiving the credit needs to register and open an account with SWBM ACADEMY before being able to receive the credit. The credit can only be transferred once and needs to be used within 90 days from the date of first refund.



- d. Credit transfer to another person is considered accepted by SWBM ACADEMY when you (a person who made the original reservation and received the credit) receive a confirmation email from an authorised staff member of SWBM ACADEMY acknowledging the transfer details.
- e. The date of any new course booked using credit received following the course cancellation may not be later than 90 days from the date of first refund regardless it was transferred or not.
- f. Premium package customers can reschedule their course with 24 hours notice before the course start date.
- g. The course date will be rescheduled with you for any course date within the following 3 months of the initial course start date, at the same or alternative location, subject to availability.
- h. Premium package customers can reschedule their course multiple times within those 3 months with 24 hours notice prior to the course start date. If you do not attend the course within offered 3 months, then your booking will be cancelled, SWBM ACADEMY credit will be lost and you will need to make a new booking. In terms of the course date, please refer to **paragraph “e”**.
- i. Premium package does not apply to any service purchased from a third party in connection with the course(s) you wish to cancel (including, but not limited to any other courses/services we offer).
- j. Premium Package cancelation/refund policy does not apply to Discounted Offers.



4:2:4 Attendance

4:2:4:1 All candidates will receive confirmation of attendance and course details by email, unless otherwise requested.

4:2:4:2 Candidates are responsible for making their own travel arrangements. Neither SWBM ACADEMY take any responsibility for candidates travel nor will be paying travel costs occurred by candidates.

4:2:4:3 100% attendance is required, late arrivals are not accepted on any of the courses and candidates are expected to arrive at least FIFTEEN minutes before the start time given.

4:2:4:4 Late arrival – if you are going to be late to the course for more than 15 minutes, you will have to be rescheduled onto another course and charged a £100 rescheduling fee to be able to attend another course. The same or another training venue will be offered, subject to availability.

4:2:4:5 Tutors/Trainers reserve the right to refuse entry to any candidate arriving more than 15 minutes late to the course and if late arrival to the course is systematic.

4:2:4:6 Non-attendance

- a. Non-attendance without prior notification will result in cancelling your booking automatically without any refund and a new course will have to be booked and a full payment will be due. (Please also see **Section 4**).
- b. Non-attendance due to an emergency can be re-arranged but proof will be required for non-attendance – i.e. Doctor's letter. A handling and



administration fee of £50 would be charged or deducted from your refund amount if you require a refund due to a medical reason and cannot continue with the course.

- c. If you have paid a deposit and fail to notify of non-attendance, you are not eligible for a reschedule. You will not receive a reimbursement of your deposit and the remaining payment will be due.

4:2:5 Discounted courses

- There is NO CANCELLATION policy for discounted courses. They are Non-refundable.

4:2:6 Alcohol and Illegal Drugs Use

If a candidate(s) attending our courses found to be using or in possession or under influence of any alcohol or illegal drugs will be:

- asked to leave our premises/course and police will be contacted.
- be excluded from the course immediately without any refund.

4:3 Refund and Cancellation policy of third parties.

Third parties must comply with the same Refund and Cancellation policy guidelines as it is set in Section 4 with an exception of Section 4:2:3:2 Premium packages or subject to agreement. **Section 4:2:3:2 - Premium packages** do not apply to third parties; it is only for direct customers of SWBM ACADEMY.

5. FORCE MAJEURE

SWBM ACADEMY will not be liable to you if events beyond our control prevent us from meeting our obligations to you including but not limited to the following occurrences:



- (a) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;
- (b) ionising radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) pressure waves from devices travelling at supersonic speeds or damage caused by any aircraft or similar device;
- (d) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Company or any of its Subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;
- (e) specific incidents of exceptional adverse weather conditions in excess of those required to be designed for in this Agreement which are materially worse than those encountered in the relevant places at the relevant time of year during the twenty (20) years prior to the Effective Date;
- (f) tempest, earthquake or any other natural disaster of overwhelming proportions; pollution of water sources resulting from any plane crashing into;
- (g) discontinuation of electricity supply, not covered by the agreement concluded with the [utility company]; or
- (h) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best



efforts, which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

(i) failure by you to give us:

- a correct delivery address or notify us of any change of address.
- A correct contact details – telephone and email or notify us of any change of telephone and email.

(1) Neither Party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred (in which case this Clause 20 shall not apply to that extent).

(2) As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

(3) The Company shall, and shall procure that its Subcontractors/Customers shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:



- (a) prevent Force Majeure Events affecting the performance of the Company's obligations under this Agreement;
- (b) mitigate the effect of any Force Majeure Event; and
- (c) comply with its obligations under this Agreement.

The Parties shall consult together in relation to the above matters following the occurrence of a Force Majeure Event.

(4) Should paragraph (1) apply as a result of a single Force Majeure Event for a continuous period of more than [180] days then the parties shall endeavour to agree any modifications to this Agreement (including without limitation, determination of new tariffs (if appropriate) in accordance with the provisions of Clause 7(4)(e)) which may be equitable having regard to the nature of the Force Majeure Event and which is consistent with the Statutory Requirements.

6. OUR LIABILITY

6:1 we are not liable to you for any losses which are not caused by any breach by us; business or trade losses.

6:2 we are not liable to you for any losses which are not foreseeable by both you and us when the Contract is formed arising in connection with the supply of the services or their use by you;

6:3 Our entire liability in connection with training services will not exceed the purchase price of the services booked less any amendment charges paid to us.



6:4 Except in relation to death or personal injury caused by our negligence, SWBM ACADEMY's liability remains, at all times, limited to the value of the services booked, excluding any amendment charges paid to us.

7. CODE OF CONDUCT

You are expected to act in professional manner at all times. Any sort of unacceptable behaviour or abusive language towards staff, other candidates, members of the public, etc. will not be tolerated and such behaviour will lead to exclusion/cancellation from the course for which you will not receive any kind of refund.

8. SUPPLY OF TRAINING

Course durations/times displayed on any of our websites. Due to numerous factors such as individual class sizes, existing knowledge/experience of candidates and unforeseen circumstances; courses may run for durations/times longer or shorter than advertised. Course coordinators have overall authority/discretion on the exact start and finish times of individual courses.

9. HEALTH AND MEDICAL ISSUES

9:1 All candidates are responsible to inform SWBM ACADEMY regarding any health issues whether it is physical or mental disabilities or take any medication BEFORE the training begins so we could assess the situation before you take part in the course.

9:2 Should a candidate have any special health requirements, it is the candidate's responsibility to disclose all medical, mental and physical issues openly and honestly to allow us to accommodate and make special arrangements with discretion.



9:3 SWBM ACADEMY will not take any responsibility in result of an incident if a candidate fails to notify us prior to taking part on the course.

9:4 Neither SWBM ACADEMY nor any of its representatives will be responsible for any illness or injury sustained on our courses, nor will candidates be liable for any uninsured loss of personal property.

10. EXAMINATIONS

10:1 Examination attendance is A MUST. Candidates should attend all examinations at the correct time and have their photo identification with them during attendance.

10:2 Non-attendance for examinations will result in a fail and you will need to re-schedule your exam (please see Examination Re-Sit terms in **Section 12**).

10:3 We at SWBM ACADEMY follow strict examination procedures set out by the Awarding Body. Any late arriving candidates will not be allowed to participate in the exams and will be refused entry in to the examination room by the examiner.

11. RESULTS AND CERTIFICATION

11:1 Exam papers are marked by an external awarding body, and results are made available in 10 working days of sitting the exam, there may be a further delay in exam results by the awarding body.

11:2 Where date is given after the course is complete; it is an estimated date and does not necessarily mean we will have results available at that



particular date. SWBM ACADEMY reserves the right to adjust the date given without notice.

11:3 SWBM ACADEMY will not take responsibility or be liable for any kind of loss in case of a delay in result.

11:4 Candidates are responsible in providing accurate information as to the physical address where certification will be dispatched using clear handwriting.

11:5 We take no responsibility should a candidate lose or misplace a certificate. If a candidate loses or misplaces a certificate(s) and requests a replacement certificate, there will be additional charges payable to awarding body in respect of replacement. In addition to awarding body charges, candidate will be paying our admin handling fee of £20.

11:6 All certificates are delivered via royal mail

11:6:1 Customers can choose from the following three options for Certification delivery:

- a. Free collection from one of our training centres or admin office. Collections can be made by customers with prior notification only.
- b. 1st Class Recorded Delivery which relates to Royal Mail 1st Class recorded delivery and it is charged at **£5** per certificate. SWBM ACADEMY will not be liable to pay for any damages, including replacement certificate charges, for any claims of lost/misplaced certificates for this service.
- c. Special delivery (Recorded & Signed), which is charged at **£10** per certificate. SWBM ACADEMY will not be liable to pay for any



damages, including replacement certificate charges, for any claims of lost/misplaced certificates for this service.

12. EXAMINATION RE-SIT

12:1 In the unlikely event of failing the exam or any part of the exam, candidates may be allowed to retake the exam with the following conditions:

SIA Security Courses

Option 1:

General charges per examination retake is £40

Option 2:

Purchasing a Bonus Card upon booking a course (if your purchased package does not include one). It can be added on to any SIA course.

a) Blue Bonus Card

It entitles you to 2 retakes at no extra cost. Bonus Card can be added on to any SIA course ensuring you peace of mind during your course.

Cost of Blue Bonus Card

2 Retakes - £60 (one off fee)

b) Green Bonus Card

It entitles you to 3 retakes at no extra cost. Bonus Card can be added on to any SIA course ensuring you peace of mind during your course.

Cost of Green Bonus Card

3 Retakes - £80 (one off fee)

c) Golden Bonus Card

It entitles you to unlimited retakes at no extra cost.

Cost of Golden Bonus Card

4 Retakes - £120 (one off fee)



12:2 Learners must request examination Re-sit in writing by email info@swbmacademy.co.uk and candidates cannot be allowed to appear on the exam day without prior arrangement.

12:3 SWBM ACADEMY will offer the best available date and location for re-sit.

13. YOUR INFORMATION

13:1 We shall only store and use the information you supply to us or which is supplied to us for the purposes of carrying out our contact with you and to inform you of other services and offers which we make available from time to time.

13:2 If you do not wish to receive such information, please let us know by: emailing us at info@swbmacademy.co.uk or telephoning us + 44 (0) 20 3375 8565; or writing to us at the address noted above.

14. GOVERNING LAW AND JURISDICTION

14:1 This T&C is subject to English law and the exclusive jurisdiction of the English Courts.

15. INFORMATION

15:1 SWBM ACADEMY does not represent or warrant that the information on this website will be accurate, reliable, complete or current. SWBM ACADEMY advises you to verify the accuracy of any information on the website before relying on it.

ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE RELATING TO INFORMATION ON THIS WEBSITE ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.



15:2 Contact Us

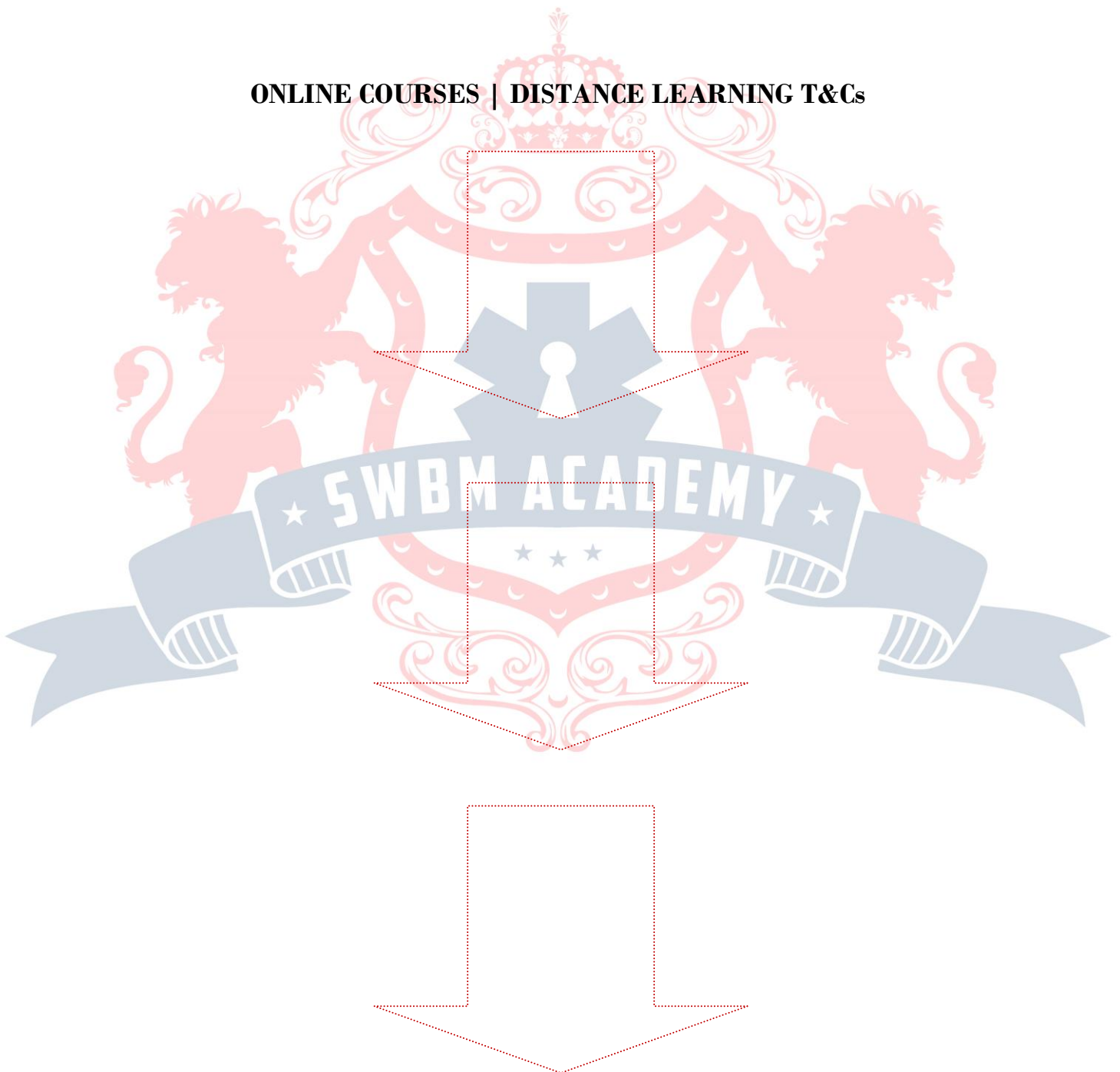
If you have any questions about these Terms, please contact us:

E. info@swbmacademy.co.uk

T. + 44 (0) 20 3375 8565

A. 40 Cumberland Road, London N22 7SG

ONLINE COURSES | DISTANCE LEARNING T&Cs





SBMM ACADEMY ONLINE COURSES LTD

ONLINE COURSES | DISTANCE LEARNING T&Cs

TABLE OF CONTENTS

1. Introduction
2. Terms
3. Who we are
4. E-mail
5. Order process
6. Purchases
7. Instalment options
9. Prices and payment
10. Refunds
11. Availability, errors and inaccuracies
12. Courses
13. Accounts
14. Intellectual property
15. Links to other websites
16. Termination
17. Indemnification
18. Limitation of liability
19. Disclaimer
20. Severance
21. Exclusions
22. Credit/debit card payment
23. Personal information and data protection
24. Force majeure
25. Communication
26. Governing law
27. Changes
28. Privacy policy and cookie policy
29. Contact us



1. INTRODUCTION

Please read the Terms & Conditions carefully before booking a course with us online, at our centre or over the phone. It is expected that you have read the T&Cs before making your booking.

In these Terms:

A) the "Customer", "you", "your" mean anyone who purchases our Online Courses.

B) "we", "us", "our" "The Company" and "SWBM ACADEMY ONLINE COURSES" mean:

Company: SWBM ACADEMY ONLINE COURSES LTD

Office address:

40 Cumberland Road,

London

N22 7SG

Registered in England & Wales

Company registration: 07062655

All bookings are made with SWBM ACADEMY ONLINE COURSES LTD.

In these Terms You (the "Customer"/ "you" / "your") must agree to these terms and conditions (the "Terms") before ordering from SWBM ACADEMY ONLINE COURSES LTD ("we" "us"). Clicking on the 'place order / Check Out / Buy Now or any wording that means a purchase' button indicates that you agree with all the Terms.

The following Terms & Conditions are set rules of using SWBM ACADEMY ONLINE COURSES LTD website or our services. By using this website or our services you agree to abide by the terms set out below. If you do not



agree to these Terms, please do not access nor use the Website. If you have any queries regarding these Terms then please [Contact Us](#).

Other definitions

- Contract has the meaning set out in **Section 2**.
- Digital Download Project means training materials (including but not limited to encompass books, presentations and videos) available for purchase and download on our website.
- Product & Services mean the Product & Services purchased by you in accordance with the Contract.
- Website means our website at www.swbmacademy.co.uk.
- Working Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

2. TERMS

2:1 Subject to any variation under condition 2:3 the Contract (as defined below) shall be on these Terms and the Privacy Policy (as defined below) to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document).

2:2 No terms or conditions endorsed on, delivered with or contained in your purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.



2:3 These Terms apply to all **SWBM ACADEMY ONLINE COURSES LTD's** sales of products and services to you and any variation to these Terms and any representations about the products and services shall have no effect unless expressly agreed in writing and signed by a director of **SWBM ACADEMY ONLINE COURSES LTD.** You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of **SWBM ACADEMY ONLINE COURSES LTD** which is not set out in the Contract.

3. WHO WE ARE

SWBM ACADEMY ONLINE COURSES LTD can be contacted directly by any of the means below:

Office address: 40 Cumberland Road, London N22 7SG

Contact details:

T. 020 3375 8565

E. info@swbmacademy.co.uk

W. www.swbmacademy.co.uk

4. E-MAIL

We will not ask you to confirm any of your details by e-mail. Should you receive an e-mail indicating that it is from SWBM ACADEMY ONLINE COURSES LTD, and you have not specifically asked for it you should not open it, as it may not be from us.

All of our e-mail enabled computers are running up-to-date antivirus software. Although every reasonable effort has been made to ensure that our computers are virus free, we cannot be held responsible for any loss or damage to computers or other equipment, however caused by opening a file



from or indicating that it is from SWBM ACADEMY ONLINE COURSES LTD.

5. ORDER PROCESS

5:1 Our privacy and cookies policy (the “**Privacy Policy**”) sets out the terms on which we process any personal data we collect from you or that you provide to us. By using our site you consent to such processing and you warrant that all data provided by you is accurate. It also sets out information about the cookies we use on our site.

5:2 Each order or acceptance of a quotation for the products and services by you from us shall be deemed to be an offer by you to buy the products and services subject to these conditions.

5:3 No order placed by You shall be deemed to be accepted by us until a written acknowledgement of the order is issued by SWBM ACADEMY ONLINE COURSES LTD.

5:4 You shall ensure that the terms of your order and any applicable specification are complete and accurate.

5:5 Any quotation is valid for a period of 30 days only from its date, provided that we have not previously withdrawn it.

6. PURCHASES

You are encouraged to familiarise yourself with your rights contained within the Sale of Goods Act 1979, Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1999.



6:1 If you wish to purchase any product or service made available through the Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including your credit card number, the expiration date of your credit card, your billing address, and your shipping information. Rest assured none of your personal or payment details will be shared with any third party – please see Privacy Policy for further information.

6:2 You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. You expressly agree that we, the company, is not responsible for any loss or damage arising from the submission of false or inaccurate information.

6:3 We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. You expressly agree that the company cannot accept any liability for loss or damage arising out of such cancellation.

We reserve the right to refuse or cancel your order if fraud, an unauthorised or illegal transaction is suspected or default of payment on instalment options.

7. INSTALMENT OPTIONS

7:1 Customers paying monthly agree that the monthly fee will be automatically debited from the credit or debit card designated when enrolling on a course. All instalment options for courses are shown on the Monthly Pay Plans page and Customers agree to pay these fees when



purchasing Monthly Pay Plans. You must ensure that funds are in your account ready for collection on the correct day of the month which is automatically scheduled as the same date of enrolment.

7:2 When paying by instalments, all Customers are subject to the same cancellation policy of 14 days as those that pay in full. Once this 14 day period has passed, the instalments which are set up cannot be cancelled and Customers are liable to continue with payments. Under no circumstances can instalments be cancelled after the 14 day cancellation period has passed.

7:3 Should any instalment payment fail then SWBM ACADEMY ONLINE COURSES LTD have the right to charge a £20 administration fee. Should an instalment remain unpaid after 14 days of the agreed date of collection then the remainder of instalments will become immediately payable and a £35 administration charge will be applied to your account. Should funds remain unpaid, after 30 consecutive days from the initial failed monthly instalment, SWBM ACADEMY ONLINE COURSES LTD have the right to instruct external agencies to collect these fees from Customers. In this case 10% will be added to the remaining balance outstanding to cover administration and collections fees.

8. Delivery

8:1 When paying for course materials in full customers will receive log in details within 12 hrs to access their training materials after purchase.

8:2 Customers paying by instalments are given their log in details within 2 days of first instalment being received. We confirm that should any updates



on course materials be necessary, these will of the same high standard as the original course material.

8:3 Any efficiencies or inaccuracies should be reported to us immediately. Complaints involving inaccuracies will be dealt as swiftly as possible.

8:4 Should we be unable to provide training materials and support after purchase, a full refund will be given.

8:5 In order to access software that we have agreed to licence to you, you may require an activation code from us. Please contact us if an activation was not provided to you within 12 hours of the purchase.

8:6 All activation codes are valid for 30 days only from the date they are provided to you. If you have not inputted the activation code within such 30 day period, you will need to contact us to obtain a further activation code.

8:7 The software licence will commence from the date that you activate the code and will expire after a certain period of time as notified to you by us. You will no longer be able to access the software once the code has expired. If you require access to the software following expiry of the activation code, please contact us to agree an extension of the software licence, such extension being at our sole discretion.

8:8 You should ensure that you are ready to, and capable of, installing and registering the software before contacting us for your activation code.



All licences shall be for a single machine only unless otherwise stated. Should you require further licences for additional users or machines, please contact us.

8:9 Any attempt to breach licence conditions, for example installing on multiple machines or attempting to fraudulently extend the licence duration, will be considered a serious copyright infringement.

9. PRICES AND PAYMENT

9:1 You shall pay for the Products or Services at the point at which you purchase the Products or Services via the Website. The price of the Products or Services shall be confirmed prior to you purchasing the Products or Services.

9:2 All prices in our catalogue, leaflets or any other marketing materials and on the Website are in GBP, exclude VAT and delivery and were correct when published. We reserve the right to change the advertised price before an order is placed. You shall be notified of such amended price prior to purchasing the Products or Services.

The Products or Services remain the property of SWBM ACADEMY ONLINE COURSES LTD until payment has been received by SWBM ACADEMY ONLINE COURSES LTD from you in full and cleared funds.

9:3 If you fail to make any payment due to us under the Contract by the due date for payment, we may charge interest at the higher of either 3% above Metro Bank base rate or the rate as set out in the Late Payments of Commercial Debts Regulations. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amounts, whether before or after judgment. You will pay the interest together with the overdue amount.



10. REFUNDS

10:1 All of our training materials come with a 14 day money back guarantee. A request should be made within 14 days of enrolment and addressed to SWBM ACADEMY ONLINE COURSES LTD's office in writing at which point we will refund the course fees minus an administration charge of £20.

10:2 Should this 14 day period have expired we, the company, have no obligation to return any monies paid for course materials or cancel any instalment packages.

10:3 Any paper-based materials provided on a course must be returned in their original condition without any modifications to receive a refund on a qualification. If these are not returned then we reserve the right to refuse a refund even within the 14 day refund period.

10:4 Refunds for Online Courses are not allowed if the Customer has accessed any of their courses. Should a Customer not access the course, the same 14 day refund period applies and after this time no refund can be granted.

11. AVAILABILITY, ERRORS AND INACCURACIES

11:1 We are constantly updating our offerings of products and services on our site. The products or services available on our site may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the site and in our advertising on other web sites. You expressly agree that any such offer of a product or service does not constitute a legal offer capable of attracting legal consequences.



11:2 We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. Section “Availability, Errors and Inaccuracies” is without prejudice to existing statutory rights.

12. COURSES

It is the responsibility of the Customer to be compliant with any course entry requirements. It is imperative that customers understand the requirement to prove the level of proficiency necessary to pass the course. Should a customer not be deemed of sufficient standard to meet the necessary criteria, the Company accepts no liability for failure of the course.

13. ACCOUNTS

13:1 When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

13:2 You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password.

13:3 You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.



13:4 You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene. You expressly agree that we cannot be held liable for any loss or damage arising out of any misrepresentations you make in this regard.

14. INTELLECTUAL PROPERTY

The Service and its original content, features and functionality are and will remain the exclusive property of the Company or the company we represent. The Service is protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company. Any copying of course materials or adaptation is strictly prohibited without prior permission of the Company.

15. LINKS TO OTHER WEBSITES

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services.

You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.



16. TERMINATION

16:1 We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Likewise in the unlikely event that the Company breached the Terms, then the Customer has the right to terminate the account and request a refund.

16:2 Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

17. INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company and their employees, assessors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

18. LIMITATION OF LIABILITY

In no event shall the Company, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or



content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorised access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

19. DISCLAIMER

Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

The Company its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

20. SEVERANCE

Should a court of Law or authority with jurisdiction, find any parts of this Agreement to be invalid, illegal or unenforceable, then this section or sections to the extent required is deemed not to form part of the said Agreement. Should this occur, the validity of the remaining parts of the Agreement shall not be affected.

In the case that a section or sections of the Agreement are found to be invalid, illegal or unenforceable the provision shall apply with any



modification the Company deems necessary to ensure that it is valid, legal and enforceable.

21. EXCLUSIONS

Without limiting the generality of the foregoing and notwithstanding any other provision of these terms, under no circumstances will the Company ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service, these Terms, the subject matter of these Terms, the termination of these Terms or otherwise, including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by the Company or any person for whom the Company is responsible, and even if the Company has been advised of the possibility of such loss or damage being incurred.

22. CREDIT/DEBIT CARD PAYMENT

The secure credit/debit card processing service for this site has been provided by Worldpay. Your details may be transferred to Worldpay for the sole purpose of processing any transactions you have instigated.

Under no circumstances will your credit/debit card information passed on, sold or loaned to any third party. Your credit/debit card information is kept for the duration of the transaction in question only. If you are in any doubt, we are happy to take credit/debit card payments over the phone.



You should ensure that you have established a secure connection before supplying any credit/debit card information. For more information on how to tell if you are viewing a secure or non-secure site, please see your browsers documentation.

23. PERSONAL INFORMATION AND DATA PROTECTION

23:1 Please access our Privacy Policy for details as to how we use your information. We do not sell personal information about any of our customers, to any party, for any reason.

23:2 By accepting these terms and conditions, you consent to us holding your personal details for our records only and only sharing with our Awarding Body, Highfield, for certification and training purposes.

23:3 Your personal details will be held securely and will be used only for our own marketing/promotional purposes. If you would like us to remove you from our private records, please contact us supplying your name and address, and your personal details will be removed within 7 Working Days.

23:4 We do not retain Your credit/debit card details. No record of them will be kept, electronically or otherwise.

24. FORCE MAJEURE

We reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the product or Services ordered by you (without liability to you) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of us including, without limitation, acts of God, governmental actions, war or national



emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, you shall be entitled to give notice in writing to us to terminate the Contract.

25. COMMUNICATION

All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid special delivery post or via email, but email communications not to be considered valid until their receipt have been verified and confirmed by the parties to make sure that email has been received by the correct beneficiary.

26. GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

The Company reserve the right to change Awarding Bodies during the period of enrolment, should this be necessary. In this case, certification at the same level as the one described when you purchased the course will be received by Customers.



27. CHANGES

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 15 days notice prior to any new terms taking effect. What constitutes a material change will be determined at the Company's sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the service.

28. PRIVACY POLICY AND COOKIE POLICY

Please refer to our Privacy Policy and Cookies Policy. You agree that they constitute part of these terms. You must read our Privacy Policy and Cookies Policy before you use the Service.

29. CONTACT US

If you have any questions about these Terms, please contact us:

E. info@swbmacademy.co.uk

T. + 44 (0) 20 3375 8565

A. 40 Cumberland Road, London N22 7SG