

Please note that these Terms and Conditions are applicable to Learners on an “Apprenticeship Programme” and, in such cases, the Apprenticeship Service Agreement agreed with the employer will take precedence over any conflicting terms save for data protection provisions and the Extension Fees, Resit Fees and Cancellation Fees provisions in these Terms and Conditions.

1. Definitions

The following definitions apply in these terms and conditions:

“**AAT**” shall mean the Association of Accounting Technicians whose registered office is at 140 Aldersgate Street, London EC1A 4HY.

“**AAT Accountancy Learner**” shall mean the individual currently enrolled or applying for enrolment with CMS on an AAT Course, and may also be the same person or entity as the Client, an employee of, associate of, or colleague of the Client, or a third party.

“**AAT Course**” shall mean a course approved by the Association of Accounting Technicians which is provided and delivered by CMS to AAT Accountancy Learners.

“**AAT Student Membership Fees**” shall mean the AAT published fees payable for admission as a student member of the AAT as revised from time to time.

“**Advanced Learner Loan**” shall mean a government student finance loan administered by the SLC which is drawn down either by CMS and paid to CMS on behalf of a Learner to assist with payment of a Fees.

“**Applicable Laws**” shall mean for so long as and to the extent that they apply to CMS, the law of the European Union, the law of any member state of the European Union and/or English law.

“**Apprenticeships**” shall mean a Course for an apprenticeship for a Learner or a Client provided by CMS.

“**Cancellation Fees**” shall mean the cost payable to CMS by the Learner or the Client for the failure to attend, sit or complete an examination, assessment day or equivalent testing event in relation to a Course which shall be published from time to time on CMS’s Website.

“**Client**” shall mean the person or entity described as such on the applications, booking form, client information form, quotation, enrolment form, invoices, or any other forms to which these terms and conditions apply, and shall include any person acting on behalf of and with the authority of such person or entity.

“**CMS**” shall mean C.M.S. Vocational Training Limited (company number 4108137), which also trades as “CMS Fitness Courses”, and having its registered office at Parr House, 26 Station Road, Batley, West Yorkshire WF17 5SU, its successors and assigns or any person acting on behalf of and with the authority of C.M.S. Vocational Training Limited.

“**CMS’s Website**” shall mean www.cmsvoc.co.uk or any other website on which CMS markets any Course it provides.

“**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures**” shall mean the definition within in the Data Protection Legislation.

“**Course**” shall mean any course, including Apprenticeships, provided by CMS to the Client or Learner (and, where the context so permits, shall include any supply of Course Materials), as described on the applications, booking form, enrolment forms, invoices or any other forms as provided by CMS to the Client, and shall include any training, coaching, advice or recommendations.

“**Course Materials**” shall mean all course materials supplied by CMS to the Client or the Learner and includes any training or coaching (and, where the context so permits, shall include any provision of the Course as defined above).

“**Data Protection Legislation**” shall mean the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

“**Extension**” shall mean a three-month extension to a Course after the Initial Term of the Course has commenced but it has not been completed or the Learner has not passed the Course to a required standard which may attract an Extension Fees.

“**Extension Fees**” shall mean the cost payable to CMS by the Client for each Extension to a Course which the rate of the fees shall be as displayed on CMS’s Website from time to time. For the avoidance of doubt if there is more than one Extension then more than one extension fee shall apply.

“**Fees**” shall mean the cost of the Course as agreed between CMS and the Client subject to clause 5 of these terms.

“**Health & Fitness Learner**” shall mean the individual currently enrolled or applying for enrolment with CMS on either an Instructing Exercise & Fitness, Personal Training course or on any other health and fitness course provided by CMS from time to time, and may also be the same person or entity as the Client, an employee of, associate of, or colleague of the Client, or a third party.

“**Initial Term**” shall mean the minimum set period of time in order to complete a Course or part of a Course to a certain qualification, level or grade, as stipulated by CMS which commences on the Start Date.

“**Invigilation Fees**” shall mean the fees payable per exam as will be displayed on CMS’s Website from time to time for the provision by CMS of exam invigilation services, which, where applicable, shall be payable at the same time as any Resit Fees, subject to clause 5 of these terms.

“**Learner**” shall mean the individual currently enrolled or applying for enrolment with CMS, and may also be the same person or entity as the Client, an employee of, associate of, or colleague of the Client, or a third party and shall include Health and Fitness Learners, CMI Learners, AAT Accountancy Learners and Clients or individuals who are studying Apprenticeships.

“**Resit Fees**” shall mean the examination resit fees in connection with any course offered by CMS, the resit fees applicable to any particular course being as it is at the time of the resit, and which shall be published from time to time on CMS’s Website.

“**Start Date**” shall mean the date from which CMS sends either the Client or the Learner the Course Materials.

“**SLC**” shall mean the Student Loans Company whom administer further education support and learner loans for eligible applicants and whose registered office is at 100 Bothwell Street; Glasgow; G2 7JD.

“**UK Data Protection Legislation**” shall mean all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

“**Workshop**” shall mean tutor-led training delivered on a one-to-one basis, or in a group format and shall be either face to face, or by telephone or online.

2. Application of these terms and conditions to consumers

2.1 Where the Client purchases a Course as a consumer (as opposed to as a business) these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer’s statutory rights.

2.2 We intend to rely upon the written terms and conditions set out here. If you require any changes, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what we and you are expected to do.

2.3 Please read these terms and conditions carefully. These terms and conditions tell you who we are, how we will deliver the Course to you, how you and we may change or end any contract to which these terms and conditions apply, what to do if there is problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

3. Acceptance

3.1 Any instructions received by CMS from the Client or booking made by the Client for the supply of a Course and/or the Client’s acceptance of a Course provided by CMS shall constitute the Client’s acceptance of the terms and conditions contained herein. A contract will only come into existence between us when CMS issues a written acceptance of the Client’s booking.

3.2 These terms and conditions applicable to the delivery of a Course can only be amended with the written consent of CMS.

3.3 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Fees.

3.4 The Client undertakes to give CMS at least fourteen (14) days’ notice of any change in the Client’s name, address and/or any other change in the Client’s details.

4. Client Acknowledgement

4.1 The Client acknowledges and agrees that:

- all enrolment details as required by CMS will be provided by the Client and returned to CMS prior to Course commencement;
- many Courses require pre-existing qualifications and such pre-requisites for any Course are listed on CMS’s Website for any particular Course. It shall be the Learner’s responsibility to ensure any required prior qualifications are held before purchasing a Course and the Learner should check the validity of prior qualifications with CMS prior to purchase if in doubt. CMS will require evidence of such qualifications before issuing the Course completion certificate and shall not be liable if any prior qualification is not suitable or valid;
- all attendance and assessment requirements must be completed in order for the Learner to be eligible for issuance of relevant awards and qualifications;
- some Courses may be strenuous and it is the responsibility of the Client and, if different, the Learner to ensure that participants have the appropriate level of fitness or dedication and, if necessary, medical clearance to take part in the Course;
- Fees are non-refundable once the Course is confirmed or Course Materials have been dispatched, whichever is the earlier;
- CMS shall be permitted to engage third parties for the delivery of Courses;
- CMS shall not be liable for changes in personal circumstances that prevent the Learner from attending / completing the Course;
- in the event that a Course involving a Workshop is postponed or changed by CMS, the Client and/or Learner will be given the option to transfer to an alternative Course;
- in the event of non-attendance or non-completion of a Course by the enrolled Learner, the Course place is not transferable to any replacement learner;
- to the fullest extent permissible by law, CMS shall not be held liable to any person or business (including the Client) for loss or damage suffered due to any unauthorised actions on the part of CMS’s employees or partners; and
- the Initial Term commences on the date the Course starts which is stipulated by CMS.

5. Fees and Payment

5.1 At CMS’s sole discretion the Fees, in addition to any Extension Fees and/or Resit Fees and/or Cancellation Fees (if applicable) shall be either:

- as indicated on invoices provided by CMS to the Client in respect of the Course; or
- CMS’s quoted Fees (subject to clause 5.2) which, except in the event of manifest error, shall be binding upon CMS provided that the Client shall accept CMS’s quotation in writing within thirty (30) days; or
- CMS’s current Fees, as at the date of enrolment, according to CMS’s current price list on CMS’s Website for each Initial Term as prices may vary.

5.2 CMS reserves the right to vary the Fees at any time. All Courses and timetables are subject to change without prior notice.

5.3 The AAT Accountancy Learner shall be responsible for the payment of any AAT Student Membership Fees which may apply from time to time.

5.4 For any Course where the Fees are less than £300.00, the Fees must be paid in full at the time of Course booking or enrolment.

5.5 Where the Fee(s) is/are £300.00 or more, a non-refundable deposit of part of the Fee(s) must be paid at the time of Course booking or enrolment. The Client will be informed of the amount when booking.

5.6 Where a Client has been pre-approved by CMS, CMS may accept instalment payments in accordance with CMS’s payment schedule at CMS’s sole discretion.

5.7 Where permitted by CMS (at CMS’s sole discretion), any remaining balance must be paid within 9 months of a Course start date and in accordance with an agreed payment schedule.

5.8 Time for payment shall be of the essence and the time for payment will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice, or prior to the commencement of the Course, exam re-sit or course reassessment (whichever happens first).

5.9 A Course completion certificate will not be issued until the full Course Fees (including any applicable, Cancellation Fees, Extension Fees, Resit Fees, and Invigilation Fees) have been paid, such payment being in accordance with clauses 5.8 and 5.10.

5.10 Payment may be made by cash, cheque, direct bank transfer (BACS), debit / credit card, direct debit or by any other method as otherwise agreed between the Client and CMS. Agreed instalment payments must be automated through CMS’s Barclays Plc EPQD / e-commerce system, PayPal, GoCardless Ltd or Debit Finance Collections Plc by direct debit and the collection of direct debits is handled by one or more of these agents of CMS, details of which are available when setting up the direct debit instruction (“**Direct Debit Agent**”). If direct debit is the method of payment, the Client shall be required to set up the direct debits through the CMS Direct Debit Portal.

5.11 If the Client fails to meet any direct debit payment when such is requested, the Direct Debit Agent may take debt recovery action against the Client. In such circumstances, the Client consents to CMS sharing any information of the Client (which may include personal data) in order to assist in any such action.

5.12 Receipt by CMS of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised. Until then CMS’s rights in respect of this agreement or regarding the ownership of Course Materials shall continue.

5.13 VAT and other taxes and duties that may be applicable shall be added to the Fees except when they are expressly included in the Fees.

5.14 The Client shall not be entitled to set off against or deduct from the Fees any sums owed or claimed to be owed to the Client by CMS.

5.15 Where a Learner is funding a Course through the Advanced Learner Loan, the Client shall, prior to the commencement of the Course, pay a refundable deposit of £200 to CMS. Provided that the Course is completed within 1 year of the Start Date, such deposit shall be repayable to the Client following the conclusion of the Course, within 30 days of receipt of the Learner’s certificate by CMS from the awarding body. If the Learner has not completed the Course within 1 year from the Start Date, the deposit shall be forfeited and retained by CMS as payment towards the additional services that CMS will have provided in respect of such extended Course provision.

5.16 Where a Learner has not completed the Course:

- within 1 year of the Start Date for fitness courses;
 - within 15 months of the Start Date for level 2 and level 3 AAT courses; or
 - within 2 years of the Start Date for the level 4 AAT courses,
- CMS reserves the right to charge the Learner or the Client Extension Fees in respect of the continued support required. Please note that Extension Fees are also applicable in addition to the retention of the deposit referred to in clause 5.15 and any Advanced Learner Loan funding that CMS may have received.

6. Delivery of the Course and the Course Materials

6.1 Delivery of the Course Materials shall take place when the Client takes possession of the Course Materials electronically or for an additional fee as stipulated by CMS from time to time then CMS shall provide a hardcopy of the Course Material for the Client to collect at CMS’s address, the Client’s address, another address nominated by the Client or CMS, or when the Course Materials have been accessed by the Client such as electronically.

6.2 Where the Course includes on-line learning, delivery of the Course shall commence as soon the Client accesses the on-line services and shall commence the Initial Term.

6.3 Where the Course involves Workshop learning, delivery of the Course may take place at CMS’s address, the Client’s address or at a third party location as agreed in advance between the Client and CMS and shall commence the Initial Term.

6.4 AAT Course Materials, CMI Course Materials and Health & Fitness Course Materials shall be delivered electronically, as standard. If an AAT Learner, a CMI Learner or a Health & Fitness Learner would prefer their Course Materials in hard copy, there shall be an additional fee payable to CMS in respect of such Course Materials, to cover handling and other administrative costs.

6.5 Where the Learner is enrolled in a Workshop Course at any location, the delivery and assessment of the Course must incorporate the relevant occupational health and safety legislation and requirements, as they apply to work practices. Any action by the Learner that jeopardises the health, safety or welfare of others may, at CMS’s sole discretion, result in the Learner being expelled from the Course with no refund of any Fees whatsoever.

6.6 At CMS’s sole discretion, Workshop Course delivery costs, including but not limited to, cost of venue hire, tutor travel costs, tutor accommodation cost and Learner refreshment costs may be in addition to the Fees.

6.7 CMS may deliver the Course by separate instalments.

6.8 CMS is not responsible for a Course's content as content is set by the particular organisation on whose behalf CMS delivers the Course. If the content of a Course is to change during the delivery of a Course, CMS will bring the changes to the Learner's attention as early as possible but as any such changes are out of CMS's control, changes of this nature shall not entitle the Learner to terminate this contract or to cancel Course attendance or participation.

6.9 The failure of CMS to deliver any part of the Course shall not entitle either party to treat this contract as repudiated.

6.10 CMS shall not be liable for any loss or damage whatsoever due to failure by CMS to deliver the Course (or any part of them) promptly or at all where due to circumstances beyond the control of CMS.

6.11 Copyright (and any other intellectual property rights) in the Course Materials shall remain vested in CMS, (or any associated partners) and are only to be used by the Client / Learner for the purpose of completing the Course. The Client and Learner agree that they shall not in any way sell, reproduce, adapt, distribute, transmit, publish or create derivative works from any part of the Course Materials.

6.12 Upon receipt by CMS of a Learner's certificate evidencing successful completion of a Course, CMS shall send a certificate to the Learner electronically. If the Learner requests a re-issue of the certificate, there shall be fees payable, this being the re-issue fees of the awarding body plus an administration fee, that administration fee being as set out on CMS's Website from time to time.

7. Course Attendance and submission of work

7.1 Where the Learner is enrolled in a Workshop Course, attendance of all scheduled sessions is required to complete the Course. In the event the Learner falls ill or cannot attend for any unforeseen reason, they must confer with the trainer of the Course to ascertain if and how the Course requirements can be completed. In such event, the decision of the trainer of the Course is final and it shall be the Learner's responsibility to fully comply with any stated requirements and Extension Fees, Resit Fees and/or Cancellation Fees may be applicable.

7.2 Where the Learner is studying as part of a distance learning program, they are required to maintain regular contact for support and progress assessment.

7.3 In case CMS requires a further submission of work from the Learner, the Learner must keep a copy of any work the Learner submits to CMS, whether submitted in hard copy or electronically.

8. Assessments

Where appropriate, the Learner may be given feedback on submitted assessments. Neither CMS nor any trainer is under a duty to copy and/or return any assessment to the Learner, and it shall be the responsibility of the Learner to keep record of submitted assessments.

9. Disciplinary Procedures

If the Learner is found to be cheating (whether by collusion, plagiarism or otherwise), harassing other Learners or staff, or breaking the law in any other way, they will face disciplinary action. This may involve the expulsion of the Learner from the Course immediately and Cancellation Fees may apply, without refund of Fees, and in some cases may involve a report to the relevant authorities.

10. Complaints and Grievance Procedure

CMS is committed to the early resolution of complaints and grievances. In the event that the Client wishes to complain, they may do so by contacting CMS by email to info@cmsvoc.co.uk or in writing to CMS's address as referred to in clause 1 (within five (5) days of delivery of the Course), who will investigate the issue in accordance with the policy of the relevant awarding body and/or CMS's own processes, and will ensure the complaint is actioned appropriately and timely feedback is provided. You can also contact us by telephoning 01924 470477. The Client shall give any information that CMS may reasonably request. In such an event, the decision by CMS shall be final. If the Client shall fail to comply with these provisions, the Course shall be presumed to be free from complaints or grievances.

11. CMS's Liability to the Client

11.1 CMS does not exclude or limit its liability to the Client for any breach or incident for which it would be illegal to do so.

11.2 **If the Client is a consumer:** If CMS fails to comply with these terms, CMS is responsible for loss or damage suffered that is a foreseeable result of CMS's breach or its negligence, but CMS is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of CMS's breach or if it was known to both CMS and the Client at the time of entry into the contract.

11.3 **If the Client is a business:** (a) CMS shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract; and (b) CMS's total liability to the Client in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Fees.

12. Default & Consequences of Default

12.1 If the Client does not make any payment due to CMS by the due date for payment:

(a) **if the Client is a consumer:** CMS may charge interest on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Client must pay CMS interest together with any overdue amount; or (b) **if the Client is a business:** CMS reserves the right to charge interest to the Client in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

12.2 If the Client defaults in payment of any invoice or debt when due, the Client shall indemnify CMS from and against all costs and disbursements incurred by CMS in pursuing the debt, including for legal costs on a solicitor and own client basis and CMS's collection agency costs.

12.3 Without prejudice to any other remedies CMS may have, if at any time the Client is in breach of any obligation (including those relating to payment), CMS may suspend or terminate the enrolment of the Learner (without a refund) and any of CMS's other obligations under the terms and conditions. CMS will not be liable to the Client and/or the Learner for any loss or damage the Client and/or the Learner suffers because CMS exercised its rights under this clause.

12.4 If any account remains overdue after thirty (30) days then an amount of £20.00 shall be levied as an administration fee and shall be levied for each month that the account remains overdue, which sums shall become immediately due and payable.

12.5 Without prejudice to CMS's other remedies at law CMS shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to CMS shall, whether or not due for payment, become immediately payable in the event that:

(a) any money payable to CMS becomes overdue, or in CMS's opinion the Client will be unable to meet its payments as they fall due; or (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

13. Cancellation and Refund Policy

13.1 CMS reserves the right to cancel any contract to which these terms and conditions apply, or cancel the Course at any time before the Course has commenced, by giving notice to the Client via phone or email. On giving such notice CMS shall either repay to the Client any sums paid in respect of the Fees or transfer the balance to another Course. CMS will not authorise the transfer of Fees to any other institution or Learner. CMS shall not be liable for any loss by the Client or Learner howsoever arising out of such cancellation.

13.2 Except where cancellation under clauses 13.3 or 15 applies, if the Client or Learner cancels or fails to attend the Course, no refund will be paid to the Client, Cancellation Fees will be applicable and any outstanding monies in respect of the Fees owed to CMS shall remain payable (including but not limited to any venue costs, travel and accommodation costs already incurred, and any loss of profits up to the time of cancellation).

13.3 The Client may, up to 72 hours prior to its commencement, cancel a Course which involves a Workshop booking ("Workshop Course") and re-book a date for an alternative Workshop Course (subject the availability of places) free of charge. Notice of cancellation and request for an alternative date for the Workshop Course must be in writing to CMS by email at info@cmsvoc.co.uk or at CMS's address given in clause 1. Cancellation of a Workshop Course and re-booking within 72 hours of the Workshop Course commencement date will be subject to a fee of £100, which must be paid to CMS at the time of cancellation and rebooking.

13.4 The Client or Learner acknowledges and accepts that when they book, register or arrange an examination, assessment day or equivalent testing event in relation to a Course with CMS, any Fees paid are non-refundable unless the examination, assessment day or equivalent testing event in relation to a Course is completed by the Client or Learner within 14 calendar days of booking otherwise CMS may apply Extension Fees, Resit Fees, and Invigilation Fees at its discretion.

14. Data Protection

14.1 CMS (and the Client if it is a business) will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

14.2 The parties acknowledge that for the purposes of the Data Protection Legislation and the operation of a contract between the parties that the Client is the Controller and CMS is the Processor. CMS may process Personal Data in the form of contact data of the Client (and the Client's officers, employees, contractors or agents if the Client is a business) for the performance of the Course and associated activities. CMS will only store the Personal Data of the Client for up to 36 months if the Course is not completed (in the event that the Client wishes to restart the Course or facilitate an Extension) or 48 months after a Course is completed (in order to comply with quality system requirements with qualification awarding regulatory bodies).

14.3 Without prejudice to the generality of clause 14.1, the Client (if it is a business only) warrants to CMS and will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data to CMS for the duration and purposes of the Course.

14.4 Without prejudice to the generality of clause 14.1, CMS shall, in relation to any Personal Data processed in connection with the performance by CMS of its obligations under the Course:

(a) process that Personal Data only on the documented written instructions of the Client and Learner unless CMS is required by Applicable Laws to otherwise process that Personal Data. Where CMS is relying on Applicable Laws as the basis for processing Personal Data, CMS shall promptly notify the Client and the Learner of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit CMS from so notifying the Client;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) if applicable, transfer any Personal Data outside of the European Economic Area only on the basis that the following conditions are fulfilled:

(i) the Client (if it is a business) or CMS has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies;

(iii) CMS complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

(iv) CMS complies with reasonable instructions notified to it in advance by the Client or Learner with respect to the processing of the Personal Data;

(e) assist the Client, at the Client's cost, in responding to any request from a Data Subject;

(f) notify the Client without undue delay on becoming aware of a Personal Data Breach which requires notification to be made in accordance with Data Protection Legislation;

(g) at the written direction of the Client or Learner, delete or return Personal Data and copies thereof to the Client's officers, employees, contractors or agents on termination of the Contract unless required by Applicable Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 14.4.

14.5 CMS shall process Personal Data relating to the Client or the Learner in order to facilitate the terms for payment of the Course in accordance with clause 5.10 and the Client and/or the Learner consents for their Personal Data to be disclosed to one or more Direct Debit Agents by accepting these terms and conditions.

15. Consumer right to cancel - Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

15.1 Only where the Client is a consumer and the contract has been concluded at a distance or "off-premises" (which includes CMS seeing the Client in their home or workplace, or the Client coming into CMS's offices or going online to make a booking immediately after speaking to a CMS representative at somewhere other than the Client's workplace or making a booking at an event or show), the Client shall be entitled to cancel this contract for any reason without penalty within fourteen (14) days after the day of the purchase, subject to the Client having not commenced the Course nor having downloaded any Course Materials, nor accessed any Course from CMS's Website. A model cancellation form is available from CMS or the Client can contact CMS, making it clear that the Client wishes to cancel.

15.2 In the event the Client cancels any contract prior to delivery of the Course Materials (and the Course Materials are in transit), the Client must refuse delivery of the Course Materials.

15.3 Upon cancellation, it shall be the Client's responsibility to return the Course Materials (at their own cost) to CMS. CMS may, at their sole discretion, arrange collection of the Course Materials and any costs incurred shall be deducted from the Client's refund.

15.4 The Client is under a statutory duty to retain possession of the Course Materials and take reasonable care of them. Reasonable care means the Client must take care to ensure CMS receives the returned Course Materials, and that those Course Materials are not damaged in transit.

15.5 CMS shall refund the Client the full amount paid for the Course within thirty (30) days of receipt of the cancellation notice.

16. Client's Disclaimer

Except in the event of any fraudulent misrepresentation by CMS, the Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Client by CMS and the Client acknowledges that the Course is bought relying solely upon the Client's skill and judgment.

17. General

17.1 Each of the clauses and sub-clauses of these terms and conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

17.2 These terms and conditions are governed by English law. CMS and the Client shall submit to the non-exclusive jurisdiction of the English courts. However, if the Client is a consumer and is resident of Northern Ireland, the Client may also bring proceedings in Northern Ireland, and if the Client is a consumer and is resident of Scotland, the Client may also bring proceedings in Scotland.

17.3 CMS reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which CMS notifies the Client of such change. Except where CMS supplies a further Course to the Client and the Client accepts such Course, the Client shall be under no obligation to accept such changes.

17.4 Neither party shall be liable for any default due to any event outside its reasonable control, including but not limited to, an act of God, war, terrorism, strike, lock out, industrial action, fire, power failure, failure of transport network, flood, drought or storm.

17.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.