

## **AMRICC Academy Training Terms and Conditions**

### **Introduction**

This agreement defines the Terms and Conditions relating to the AMRICC Academy training courses. These courses are for training purposes only for your internal business operations, and AMRICC will not accept any responsibility to any party for the use of course materials for any purpose other than training for educational purposes, including but not limited to the giving of advice by you to any third party.

You are responsible for ensuring that your background is appropriate for the course. While we may provide guidance on the recommended learner level of the course and who will benefit from attendance, we will not be held liable if the course you attend is not suitable for your background.

It is your responsibility to check that the computer you plan to use to access your course is compatible with the minimum system requirements. You accept and acknowledge that AMRICC cannot be held responsible for any delay or disruptions to the e-learning because of any suspension or disruptions to the internet and the world wide web, including but not limited to viruses, any firewall restrictions on your computer or network, failure of any telecommunication links and equipment or browser issues.

AMRICC is not responsible for any technical problems you encounter following the purchase of an e-learning course. We may provide technical support to companies or individuals who have purchased a course but cannot guarantee that it will resolve your technical problems and have no obligation to offer this. The advice given is not a warranty and we will not accept any responsibility for any problem. Any technical support or advice is at the discretion of AMRICC.

You will not permit users to share courses, course materials, resources or sign-in details. We reserve the right to audit your use of services at any time. If an audit finds that you have underpaid a fee or access is provided to a user who is not authorised, then we may disable user accounts and request payment from you equal to any charges not paid.

The courses may contain links and references to other third-party websites and materials. AMRICC does not assume any responsibility for these.

### **1. Definitions**

The following terms shall have the meanings set out below:

- **Affiliate:** Any entity that directly or indirectly controls, is controlled by, or is under common control with a party to this agreement.
- **Applicable Laws:** All laws, regulations, and codes applicable to the provision and receipt of training services under this agreement.
- **Business Day:** Any day other than a Saturday, Sunday, or public holiday in England when banks are open for business.

- **Change Requests:** Formal requests initiated by either party to modify the scope, schedule, or deliverables of the training services.
- **Charges:** The fees payable by the Client for training services, as set out in the quote or invoice
- **Custom-Made Training Course:** A training program specifically designed and tailored to meet the unique requirements of a particular client or employer. This will also be clear on a formal documents such as Training Proposals, Quotes and Statement of Works, as issued by AMRICC Academy, highlighting in the title training programmes that are Custom-Made.
- **Deliverables:** The tangible or intangible outputs to be provided by AMRICC Academy as part of the training services.
- **GDPR:** The General Data Protection Regulation (EU) 2016/679, governing the processing of personal data within the European Economic Area.
- **Intellectual Property Rights:** All rights associated with training materials, including copyrights, patents, trademarks, and trade secrets.
- **Milestones:** Key dates or events agreed upon for the delivery of specific phases or components of custom-made training.
- **Standard Training Course:** A predefined, non-customised training programme delivered according to a fixed curriculum for general skill development.
- **Statement of Work:** A document detailing the scope, schedule, and responsibilities for the delivery of training services, excluding pricing and charges.
- **AMRICC Equipment:** Any equipment provided by AMRICC Academy for use during training sessions, including technical tools and presentation devices.
- **VAT:** Value Added Tax charged at the prevailing rate applicable in the United Kingdom.

## 2. Application of Terms

These Terms and Conditions apply to all training services provided by AMRICC Academy and override any conflicting terms issued by the Client unless agreed in writing by both parties.

### Our Responsibility

AMRICC Academy will use all reasonable endeavours to complete and manage the services in accordance with this agreement. Facilitators will be assigned based on availability at the time the Statement of Work is raised. Should a facilitator become unavailable, AMRICC reserves the right to provide a suitably qualified replacement.

## **Client Obligations**

The Client will cooperate with AMRICC Academy in all matters relating to the services and provide all necessary information and documentation in a timely manner to fulfil the Statement of Work.

The Client agrees not to solicit, recruit, or employ any AMRICC Academy staff member who has been directly involved in the delivery of services under this agreement, without prior written consent from AMRICC Academy.

## **Change Control**

Either party may propose Change Requests. No change will take effect until a formal Change Request is signed by both parties.

## **3. Course Delivery**

- Training will be delivered at AMRICC Academy's UK headquarters or other agreed locations.
- The development of custom-made courses will commence only upon receipt of a formal Purchase Order and confirmation of payment terms as outlined in the custom-made training course proposal.
- Milestones and Deliverables will be detailed in the Statement of Work.
- Where AMRICC Equipment is used, the Client shall ensure its proper use and return in original condition.

## **4. Fees**

- Training will be conducted during Business Hours unless otherwise stated in the Statement of Work. Services outside Business Hours will incur a surcharge of 150% of the daily rate on a pro rata basis.
- Fees for standard courses are published on the AMRICC Academy website and are correct at the time of publication. AMRICC Academy reserves the right to revise prices.
- Fees for custom-made course will be quoted following consultation.
- All quoted fees are exclusive of VAT, which will be charged at the prevailing rate applicable in the UK.
- AMRICC Academy reserves the right to decline or cancel any order.
- If training is delivered at any location other than the AMRICC Academy's UK headquarters, at the client's request and subject to mutual agreement, any associated travel and subsistence costs may be chargeable. Such costs will be itemised within the quotation and are subject to the client's acceptance prior to commencement of the training.

## 5. Payment Terms

- eLearning courses delivered by ARMICC Academy require payment in advance and access to the course will be granted on receipt of cleared funds.
- Payment is due within 30 days of invoice unless otherwise agreed in writing.
- For open cohort in-person courses, payment must be received at least 30 days before the course start date to secure a place. Registrations within 30 days will require alternative arrangements.
- For custom-made courses, payment terms will be outlined in the proposal and must be met before course development begins.

Accepted payment methods: Debit/Credit card, Bacs or CHAPS or Swift transfer.

## 6. Cancellation, Cancellation Rights and Rescheduling

### Standard e-Learning Courses

- Once purchased, e-Learning courses cannot be cancelled
- No refunds will be issued for incomplete courses
- Access cannot be transferred to another party once a course has been started

### Standard In-Person Courses

- Cancellation more than one calendar month before the course: Refund of course fee minus a one-off 25% administration fee.
- Cancellation within 30 days: No refund; full fee payable.

### Custom-made e-Learning Courses

- For custom-made e-learning courses that have been created for the Client, no refunds are available once course development has commenced.
- However, if written notice of cancellation is received prior to the agreed course development start date, AMRICC Academy will offer a refund minus a 25% administrative fee. The development start date will be clearly stated in both the training proposal and the confirmed Statement of Work, which together define the agreed timelines and terms.
- This flexibility is offered only for cancellations made before development begins and does not apply to partially completed or delivered content.

### Custom-made in-Person Courses

- No refunds available.

- Written notice received more than 30 calendar days prior allows one-time rescheduling within six months, subject to availability.

All rescheduling requests must be emailed to [academy@amricc.com](mailto:academy@amricc.com).

## 7. Intellectual Property

- All training materials are the intellectual property of AMRICC Academy.
- Each learner is granted a non-exclusive, non-transferable license to use the training materials solely for their own individual learning purposes. Materials may not be shared, copied, distributed, or otherwise made available to colleagues, other learners, or any third party, whether internally or externally, without prior written consent from AMRICC Academy. Any unauthorised use constitutes a breach of these Terms and may result in immediate termination of access and potential legal action.
- Courses and supplementary materials may not be recorded, reproduced, or distributed without written permission. Such actions constitute a breach of the Copyright, Designs and Patents Act 1988 and may result in civil or criminal liability.

## 8. Confidentiality

- The Company will treat as confidential and not disclose to any third party any information which it acquires from the Client under the Contract in relation to the Client's business or technical operations which the Client has in writing identified as confidential prior to disclosure provided that this restriction shall not apply to any information which is or (otherwise than in breach of this condition) becomes publicly available, is known to the Company at the date of disclosure or is thereafter acquired by the Company in good faith from an independent source.
- This obligation also applies to any Affiliate involved in the delivery or receipt of services.

## 9. Termination

AMRICC Academy may terminate the agreement if:

- The Client breaches any terms.
  - The Client becomes insolvent.
  - Force majeure prevents delivery.
- Upon termination, any outstanding payments become immediately due.

## 10. Force Majeure

The Company shall not be liable for any delay or other failure to perform the whole or any part of the Contract caused by any circumstances outside the Company's reasonable control and shall inform the Client of the beginning and end of such delay or failure and continue performance whenever such circumstances cease to prevail

## **11. Compliance**

Both parties shall comply with all Applicable Laws, including anti-bribery and anti-corruption regulations.

## **12. Data Protection & Processing**

All parties shall comply with GDPR and other applicable data protection laws. Data shall not be transferred outside the European Economic Area without prior written consent.

## **13. Limitation of Liability**

AMRICC Academy shall not be liable to the Client for any loss of profits, loss of savings, or any indirect, incidental, or consequential damages arising out of or in connection with the provision of training services.

## **14. Governance & Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with English law. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **15. Conditions of Business – AMRICC Centre**

AMRICC Academy operates primarily from the AMRICC Centre, located in Stone, Staffordshire, United Kingdom.

These Terms and Conditions apply to all learners accessing e-learning and in-person courses delivered through the AMRICC Centre.

In addition, certain courses may involve use of the AMRICC Academy and its equipment. In those cases, our Conditions of Business also apply.

Where there is any overlap or inconsistency between these Terms and the Conditions of Business, these learner Terms and Conditions will take precedence in relation to course participation, cancellations, and learner obligations. The Conditions of Business remain relevant and binding in all other respects, including matters relating to use of facilities, equipment, and general business operations. AMRICC's Conditions of Business can be found in the following document here - [AMRICC Centre Conditions of Business](#)