

Passionate Project Professionals

TERMS AND CONDITIONS

For Association for Project Management (APM) Training Courses

Important notice: Please read carefully before committing to booking training courses from PL Projects

This is a legal agreement ("Agreement") between you ("the Delegate") or your company ("the Client") and PL Projects Limited ("PLP") for the purchase of our training courses, support and training materials ("Training"), which includes printed and digital materials for training and revision and online documentation.

1. BASIS OF THESE TERMS AND CONDITIONS

- 1.1 The *Agreement* shall come into effect when either the *Delegate* accepts and pays a deposit for a place on *Training*; or when a *Client* books and pays a deposit for one or more of its staff onto *Training* or when a *Client* books and pays a deposit for *Training* with *PLP*.

2. SUPPLY OF THE TRAINING

- 2.1 *PLP* shall use reasonable endeavours to supply the *Training* to the *Delegate* or *Client* in accordance with the *Agreement* in all material respects but reserves the right to change the course content of any *Training* at any time and without notice.
- 2.2 *PLP* shall use reasonable endeavours to meet any specified training dates, but any such dates shall be anticipated dates only and may be subject to alteration.
- 2.3 *PLP* reserves the right to amend the *Agreement* if necessary to comply with any applicable law or regulatory requirement and *PLP* shall notify the *Delegate* or *Client* in any such event.
- 2.4 Notwithstanding the above, *PLP* reserves the right to cancel *Training* at any time, without incurring additional liability to the *Delegate* or *Client*. In such circumstances, *PLP* will offer (at its sole discretion) alternative dates, a full refund, or a credit note.

3. DELEGATE OR CLIENT'S OBLIGATIONS

- 3.1 The *Delegate* or *Client* shall:
- 3.1.1 provide *PLP* with any information which may reasonably be required by *PLP* for the organisation of the *Training*, including, but not limited

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- to, details in respect of the *Delegate(s)* and ensure that such information is complete and accurate in all material respects; and
- 3.1.2 where *Training* is being delivered at the *Client's* premises, *PLP* will notify the *Client* of facilities required to undertake the *Training* in advance of the start date. The *Client* shall provide *PLP* with access, training space and any equipment necessary for the delivery of the *Training*.

4. CHARGES AND PAYMENT

- 4.1 The charges for the *Training* shall be calculated on a per course per *Delegate* basis.
- 4.2 The *Delegate* or *Client* shall pay any invoice submitted by *PLP* within 30 calendar days of the date of the invoice, and in any event prior to the *Training* taking place, to a bank account provided on the invoice by *PLP*.
- 4.3 Failure by the *Delegate* or *Client* to pay the charges when they fall due may (at *PLP's* discretion) result in:
- 4.3.1 the *Delegate* or *Client* place on the *Training* being withdrawn;
- 4.3.2 *PLP* ceasing to provide the *Training*; and/or
- 4.3.3 *PLP* withholding any certification due to the *Delegate* or *Client* from the *Training*.
- 4.4 Without prejudice to any other right or remedy that it may have, if the *Delegate* or *Client* fails to pay *PLP* any sum due under this *Agreement* on the due date:
- 4.4.1 the *Delegate* or *Client* shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at 4% a year above the Bank of England's current base rate.
- 4.4.2 All charges payable to *PLP* under this *Agreement* are inclusive of VAT.
- 4.4.3 *PLP* reserves the right to change the *Training* fees at any time and without notice. *PLP* will not change the fees for any *Training* booked where the associated fees are paid on time.

5. CANCELLATION, RESCHEDULING AND SUBSTITUTIONS

- 5.1 The *Delegate* or *Client* may cancel *Training* on 30 calendar days' notice to *PLP*. Cancellations must be provided in writing to *PLP* at training@plprojects.co.uk.

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- 5.2 The *Client* may cancel on premise *Training* on 45 calendar days' notice to *PLP*. Cancellations must be provided in writing to *PLP* at training@plprojects.co.uk.
- 5.3 If a *Delegate* or *Client* fail to attend all or part of any *Training*, full payment of the Charges shall be required.
- 5.4 The *Delegate* or *Client* may cancel or reschedule any *Training*; however *PLP* will be entitled to payment in accordance with this clause. The *Delegate* or *Client* agree and recognise that the cancellation and rescheduling charges listed below are reasonable and take into account any *PLP* staff time incurred, any registration/exam fees and other associated costs including the loss of opportunity to *PLP* arising from the cancellation or rescheduling the course.

Notice provided (calendar days)	Refund due	Admin. fee
30 – 60 days before <i>Training</i>	100%	None
14 – 30 days before <i>Training</i>	50%	£50+VAT
14 days before <i>Training</i>	None	£50+VAT
45 days before on premise <i>Training</i>	100%	None

- 5.5 *PLP* reserves the right to cancel a course with seven (7) days' notice in writing if insufficient candidates have been booked onto it.
- 5.6 If a refund is approved by *PLP*, it will be made through the original mode of payment only.
- 5.7 *Delegates* or *Clients* may substitute an alternative attendee at no charge provided that the new attendee meets the entry level requirements for the *Training*. Substitutions may only be made with at least fourteen (14) days written notice to training@plprojects.co.uk.

6. WARRANTIES

- 6.1 *PLP* warrants that it shall use reasonable care in performing the *Training*. *PLP* does not warrant that the *Delegate* will be able to pass the relevant accredited examination associated with the course or that they will be able to achieve any particular proficiency level. *Delegate(s)* are expected to engage and attend learning sessions,

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read support materials and complete and submit assignments and exercises.

- 6.2 *PLP expects Clients to allow their Delegate(s) sufficient time and support to attend and engage in the Training to give their Delegate the best opportunity of success.*

7. EXAMINATIONS

- 7.1 *PLP course fees include one attempt any examination.*
- 7.2 *If a Delegate fails to complete the exam on the date and time agreed and PLP are charged an administration fee by the examination board, this will be passed onto the Delegate or Client.*
- 7.3 *If a Delegate fails to pass the exam, and decides to re-attempt the exam, PLP will endeavour to support that Delegate with extra revision sessions, the length and content to be at the discretion of PLP. The charge for these sessions to be determined and paid for in advance of them taking place.*
- 7.4 *The cost of any resit exam(s) will be charged to the Delegate or Client*

8. OWNERSHIP OF TRAINING

- 8.1 *PLP owns all rights, title and interest in and to the Training. Delegates or Clients may not copy, share, sell, license, store or otherwise provide the Training to any third party in any form without the prior written consent of PLP.*

9. GENERAL

- 9.1 *By confirming the booking onto Training, the delegate and/or company accepts these terms and condition.*
- 9.2 *Purchase orders are to be used solely for the accounting purposes of the delegate and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and these terms and conditions.*
- 9.3 *All personal data supplied to PLP in connection with booking a course will remain secure and confidential and shall be used only in accordance with the PLP Data Protection Policy in force at the time of booking.*
- 9.4 *The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.*