

Mantra Learning Terms and Conditions

Online booking terms (businesses and consumers)

(1) Introduction

Please read these online booking terms carefully.

You will be asked to expressly agree to these online booking terms during the Mantra Learning event and training courses booking process on our website.

(2) Interpretation

In these online booking terms, "we" means Mantra Learning (and "us" and "our" will be construed accordingly); "you" means our customer or potential customer under these online booking terms (and "your" will be construed accordingly); "product" means a Mantra Learning event and training course

(3) Booking process

The advertising of Mantra Learning events and training on our website constitutes an "invitation to treat"; and your submission of a booking request for a Mantra Learning event and training constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.

In order to enter into a contract to attend a Mantra Learning event and training courses, you will need to take the following steps: (i) you must select the relevant Mantra Learning event or training course, enter relevant delegate details and then proceed to the checkout; ii) here you will be required to confirm details of delegates, the person making the booking and billing address, and confirm that you wish to make the payment (iii) you will be transferred to the SagePay website, and SagePay will handle your payment; iv) as soon as the SagePay system has been able to verify the payment has been process you will be sent an automated booking confirmation invoice email (at which point your booking will become a binding contract subject to cancellation rights detailed in Section 8 and any statutory consumer rights). Where it has not been possible to verify your details or payment you will receive automated notification that we are unable to meet your booking request at that point in time.

We will not file a copy of these online booking terms specifically in relation to your booking. We may update the version of these online booking terms on the website from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these online booking terms for your records.

The only language in which we provide these online booking terms is English.

Before you place your order, you will have the opportunity of identifying whether you have made any input errors by reviewing your order before paying. You may correct those input errors before placing your order by going back into your order and editing your details.

(4) The Mantra Learning Event and Training Courses

The Mantra Learning events and training courses are provided by Mantra Learning.

Each Product purchased is sold subject to its Product Description which sets out additional Specific Conditions related to that Product including, without limitation, terms and conditions concerning prior qualification requirements, identity checks, conditions laid down by qualification awarding bodies and warranties.

We will take all reasonable care to ensure that all details, descriptions and prices of Products appearing on the Website are correct at the time when the relevant information was entered onto the system.

(5) Price and payment

Prices for Mantra Learning events and training are quoted on our website. However, it is always possible that some of the prices on the website may be incorrect. Although we aim to keep the Website as up to date as possible, the information including Product Descriptions appearing on this Website at a particular time may not always reflect the position exactly at the moment you place an order. We cannot confirm the price of a Product until your order is accepted in accordance with our online Booking Process.

Payment must be made in full upon the submission of your booking request. We may / cancel the contract between us if the price is not received from you in full in cleared funds.

The prices on the website include all value added taxes (where applicable).

Online Payment must be made via SagePay.

Prices are liable to change at any time, but changes will not affect contracts which have come into force.

(6) Warranties

We warrant that the services provided under these online booking terms will be provided with reasonable skill and care.

You warrant and represent to us that:

(a) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these online booking terms;

(b) the information provided in or in connection with your booking request is accurate and complete;

(c) you will be able to attend the Mantra Learning event and training course at the time and in the place advertised;

(d) you meet the pre-requisites and qualification criteria for attending the Mantra Learning event and training course set out on our website.

(e) you are resident in the England or Wales; and

(f) you are at least 18 years of age.

(7) Venues and dates

Where we have a valid reason to do so, we may change Mantra Learning event and training course dates and venues by giving reasonable notice of the change to you.

(8) Your rights of cancellation

Without prejudice to the statutory right of cancellation detailed in Section 10, you may cancel Mantra Learning event and training course booking:

a) at least 7 days before the Mantra Learning event and training course is due to begin in which case you will be entitled to a full refund of the amount paid subject to an administration fee of £10.

b) Between 7 and 3 days before the Mantra Learning event and training course is due to begin in which case you will be entitled to a refund of 50% of the amount paid;

If you cancel a Mantra Learning event and training course booking 3 or less days before a Mantra Learning event and training course is due to begin, or if you fail to attend a Mantra Learning event and training course, no refund will be given.

Cancellations or Non-attendance on courses booked at a discounted rate or as part of another course will be subject to normal cancellation procedures and charges will be applied

In order to cancel a contract on this basis, you must inform us by writing to Mantra Learning, Greengate, Middleton, Manchester. M24 1RU. Your notice of cancellation must be actually received by us on or before the relevant date set out above.

Change of Delegate

Without prejudice to the statutory right of cancellation detailed in Section 10, you may transfer your right to attend the course to a colleague employed or belonging to the same organisation as the delegate(s) detailed in the original Mantra Learning event and training course booking. Transfer of right to attend will be subject to the replacement delegate meeting any special conditions and requirements relating to the Mantra Learning event and training course as detailed in the course description at the time of booking.

In order to change delegate details on this basis you must inform us by writing to Mantra Learning, Greengate, Middleton, Manchester. M24 1RU in advance of the event starting.

(9) Our rights of Cancellation

Mantra Learning reserves the right to cancel courses at any time and to transfer confirmed bookings to rescheduled dates. Delegates unable to attend the rescheduled dates will be entitled to a full refund.

(10) "Cooling off" period

This Section 10 applies if and only if you contract with us under these online booking terms as a consumer. If you enter into a contract with us via an online booking as a consumer your statutory rights as a consumer will not be prejudiced in any way.

In order to cancel a contract on this basis, you must inform us by writing to Mantra Learning, Greengate, Middleton, Manchester. M24 1RU.

(11) Consumer rights

If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by these online booking terms

(12) Refunds

If you cancel a contract and are entitled to a refund we will process the refund due to you as soon as possible and, in any event, within 30 days of the day we received your valid notice of cancellation.

(13) Limitations and exclusions of liability

Nothing in the online booking terms will: (a) limit or exclude the liability of a party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party; (c) limit any liability of a party in any way that is not permitted under applicable law; or (d) exclude any liability of a party that may not be excluded under applicable law. If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by the online booking terms.

The limitations and exclusions of liability set out in this Section [and elsewhere in the online booking terms]: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the online booking terms or in relation to the subject matter of the online booking terms, including liabilities arising in contract, in tort (including negligence) and for

breach of statutory duty.

We will not be liable to you in respect of any losses arising out of a force majeure event.

We will not be liable to you in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

If you are a business customer, we will not be liable to you in respect of any loss or corruption of any data, database or software.

If you are a business customer, we will not be liable to you in respect of any special, indirect or consequential loss or damage.

(14) Force majeure

In this Section and Section [13], "force majeure event" means any event which is beyond our reasonable control.

Where a force majeure event gives rise to a failure or delay in us performing our obligations under these terms and conditions, those obligations will be suspended for the duration of the force majeure event.

(15) Business customer indemnity

This Section [15] applies if and only if you contract with us under these online booking terms in the course of a business.

You hereby indemnify us and undertake to keep us indemnified against all and any liabilities, losses, damages, expenses and costs (including legal expenses and amounts paid in settlement of any demand, action or claim) arising, directly or indirectly, out of a breach by you of any of your obligations under these online booking terms.

(16) General terms

We will treat all your personal information that we collect in connection with your order in accordance with the terms of our Privacy Policy; use of our website will be subject to our Website Terms and Privacy Policy.

Contracts under these online booking terms may only be varied by an instrument in writing signed by both you and us. We may revise these online booking terms from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these online booking terms is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these online booking terms, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these online booking terms.

You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these online booking terms apart from as laid out in Section 8. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these online booking terms, at any time - providing, where you are a consumer that such action does not serve to reduce the guarantees benefiting you under these online booking terms.

Each contract under these online booking terms is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

Subject to the first paragraph of Section [14]: these online booking terms contain the entire agreement and understanding of the parties in relation to events booked on our website, and supersede all previous agreements and understandings between the parties in relation to Mantra Learning event and training course booked on our website; and each party acknowledges that no representations not expressly contained in these online booking terms have been made by or on behalf of the other party in relation to the booking of [events] on our website.

These online booking terms will be governed by and construed in accordance with English law, and the courts of England and Wales will have exclusive jurisdiction to adjudicate any dispute arising under or in relation to these online booking terms.

(17) About us

Mantra Learning

Our registered office is Mantra Learning, Greengate, Middleton, Manchester, M24 1RU.

Our company registration number is 02743170

Our email address is info@mantralearning.co.uk

Our VAT number is 732 8085 31