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| **DPAS TRAINING COURSE BOOKING FORM** |

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| PERSONAL INFORMATION | |
| Organisation |  |
| First name |  |
| Last name |  |
| Email address |  |
| Job title |  |
| Phone number |  |
| Dietary requirements |  |
| Further requirements / requests |  |
| COURSE INFORMATION | |
| Date of course |  |
| Course attending |  |
| Location of course |  |
| INVOICE INFORMATION | |
| Address for invoice |  |
| Invoice amount |  |
| Will you need to raise a purchase order? |  |
| Contact information of lead in accounts for payment |  |

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| **Privacy INFORMATION** |

At DPAS we’re committed to protecting, respecting your privacy and we are transparent in everything we do.

Please ensure you have read our full [privacy notice](https://www.dataprivacyadvisory.com/privacypolicy) to understand how we manage your personal data.

At DPAS we often send out a monthly newsletter to keep our clients informed about what is happening in the world of Data Protection. If you would like to be sent our newsletter, please highlight below:

Yes, I would like to be added to the DPAS newsletter.

No, I would not like to be added.

**Signed:**

**Date:**

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| **training course Terms and conditions** |

1. **Definitions**
   1. In these Conditions the following expressions shall have the following meanings:
   2. “DPAS” means Gooding&Co Ltd, trading as the Data Privacy Advisory Service, under Company Number 10625448.
   3. The “Client” means the person, company or other legal entity identified as providing a request to DPAS to supply Services. This term is used interchangeably with “Participant”.
   4. “Services” means the provision of training courses, as described in the course information summaries on DPAS’s website. All Services to be provided by DPAS to the Client under the terms of this contract shall be construed accordingly.
   5. “Confirmation Date” means the date when all the following apply:
      1. A request to supply Services has been received from the Client by DPAS;
      2. DPAS has confirmed to the Client that the course or other Services requested are available and the price is correct; and
      3. Payment has been received or alternative payment method agreed.
   6. “Contract” means the contract between DPAS and the Client under which the Services are to be supplied by DPAS to the Client.
   7. “Working Day” means every day of the week apart from Saturday, Sunday and statutory holidays.  “Month” means a calendar month.  “Week” means seven consecutive days.
   8. “Intellectual Property” includes all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information.
2. **Prices**
   1. The price payable for the Services shall be the list price of DPAS at the sign-up date unless otherwise stated.
   2. DPAS reserves the right to increase the price from that advertised on the website or in other forms at our discretion and for any reason prior to the course commencement. Where this affects the price payable by the customer and the customer has made payment of the previous advertised price (not including Purchase Orders and Reservations) and does not wish to proceed at the increased price a full refund will be payable by DPAS.
   3. The price does not include travel, accommodation, meals or other related expenses unless explicitly stated.
   4. All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate.
3. **Terms of Payment**
   1. Where the Services relate to the provision of a training course, payment by credit card, debit card or bank transfer is required no later than 25 Working Days before the course start date.  Special arrangements may be separately agreed in writing in the case of late bookings.
   2. Where Services involve other services or goods, payment is required 5 Working Days prior to delivery or as otherwise agreed in writing.
   3. DPAS is entitled to charge interest at 2% per Month or part thereof on overdue payments.
   4. Where pre-agreed by DPAS on Training payment may be agreed by Purchase Order (from a company based within the UK only). Where payment by Purchase Order is agreed these Terms and Conditions shall remain in full force and no variation to these Terms and Conditions is accepted by DPAS on Training whether detailed by the Customer within the Purchase Order or by another means without specific acceptance by DPAS on Training in writing.
   5. Where agreement has not been provided in writing any additions or variations to these Terms and Conditions shall be null and void.
4. **Course Duration**
   1. Course durations are clearly stated on the website. All classroom-based courses are run on working days only, unless otherwise stated.
5. **Cancellation, Transfers and Substitutions with respect to Training Courses**
   1. DPAS reserves the right to cancel or arrange an alternative date for a course.  In such circumstances DPAS will endeavour to provide notice of cancellation or change to the Client. In the event of cancellation, the Client will be entitled to a full refund of the course fee. DPAS shall not be liable for any other loss or expenses arising.
   2. The Client may cancel the course booking by notifying DPAS in writing by acknowledged email or by recorded delivery as soon as reasonably practicable.  The Client shall also be deemed to have cancelled the course booking if the delegate does not attend the event.  The Client shall be liable to pay a cancellation fee as follows:  
          
      **General (Online) Scheduled Courses:**

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| **Notice Given:** | **Proportion of Course Fee Payable** |
| 0 – 15 Working Days | 100% |
| 16 – 25 Working Day | 50% |

**Customer Specific Courses (for example on Client's site):**

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| **Notice Given:** | **Proportion of Course Fee Payable** |
| 0 – 25 Working Days | 100% |

* 1. In the event that the delegate is unable to attend the course booked DPAS will endeavour to transfer the delegate to an alternative course.  If this is request is 26 or more Working Days from the start date of the original course then the only charges applicable will be an administration fee of £25 (plus VAT) plus any difference in course price.  If a transfer is requested within 26 Working Days of the original date then the cancellation fee above shall be payable.
  2. DPAS will endeavour to accommodate requests by the Client to substitute one delegate for another but is under no obligation to do so.  Such requests are subject to the replacement delegate meeting the pre-requisites for the course.  In the event of substitution, the Client shall pay an administration fee of £25 plus any unavoidable costs relating to the change.

1. **Credit Rating**
   1. DPAS reserves the right to assess the financial status of any organisation or individual making a booking or in the process of making a booking and also reserves the right to require payment prior to confirming a booking.
2. **Liability**
   1. DPAS’ total liability for any loss or damage shall not exceed the price payable for the Services, except in cases of direct physical damage to the Client’s property, personal injury or death.
   2. DPAS shall not be liable howsoever caused for indirect or consequential loss including but not limited to: loss of profits; loss of revenue; loss of goodwill; failure to achieve savings.
   3. DPAS shall not be liable for any failure of the Client’s course attendees to obtain Continuing Professional Development credits, save where the instruction given by DPAS was grossly negligent. In any such case, liability will be limited to the cost of course attendance.
3. **Force Majeure**
   1. DPAS shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.
   2. If DPAS is unable to perform its duties and obligations under this contract as a direct result of one or more such causes, DPAS shall give written notice to the Client of such inability stating the cause in question.
4. **Data Protection and Confidentiality**
   1. The policy of DPAS with respect to data protection is detailed in its [Privacy Notice](https://www.dataprivacyadvisory.com/privacypolicy) which should be read in conjunction with these terms and conditions of contract.
   2. Where Services are for CPD accredited training courses:
      1. DPAS will process the names, attendance dates, job title, and place of work data of attendees, per its obligations to fulfil the terms of this contract. DPAS will maintain this data for 6 years after the course completion date, per industry best practice and the Limitations Act 1980. This data will be processed on our CRM for this purpose only. DPAS have a contract in place with this CRM provider. This data will also be shared with the trainer on the day of the course, who will have a contract with DPAS. To find out the identity of this trainer in advance of this information being shared, please contact [info@dataprivacyadvisory.com](mailto:info@dataprivacyadvisory.com).
      2. DPAS may process the payment details of the Client, through our website and using our accounting provider, Xero Ltd. DPAS will maintain a record of this payment for six years, per its legal obligations under the Limitations Act 1980. Card payment details will not be retained beyond immediate use in the payment gateway. Payment status will be held on our CRM and accessed by limited DPAS employees for this purpose only. DPAS have a contract in place with Xero, whereby they and their sub-processors meet EEA standard adequacy arrangements.
      3. DPAS will process information relating to attendee transport and dietary requirements per its legitimate interest to organise the logistics of the course. DPAS will retain this information for up to a maximum of 30 working days post course completion. This data will be processed on our CRM for this purpose only.
      4. DPAS and its trainers will access the names, of attendees, and any answer sheets and pass or fail status per its contractual obligation to award the CPD credits. DPAS will also collate statistical evidence using this personal data to evaluate the effectiveness of training, to improve upon the courses and to assist DPAS in providing further advice to the Client. DPAS will keep this in an identifiable form for 1 year only, after which, any statistical conclusions will be kept in an anonymised format. This data will be stored on Arlo CRM for this purpose only. DPAS have a contract with this software provider. DPAS will also share the pass/ fail status of attendees with the Continuing Professional Development body, where required to by contract.
   3. The client may choose to object to DPAS processing its data under its legitimate interest (for example, to know your organisation name). The Client may do this by contacting Melanie Garnett, Operations Director, [melanie.garnett@dataprivacyadvisory.com](mailto:melanie.garnett@dataprivacyadvisory.com). To see where DPAS rely on legitimate interest, please refer to the [Privacy Notice](https://www.dataprivacyadvisory.com/privacypolicy).
   4. The client may choose to withdraw its consent to process certain data (such as dietary requirements) at any time and with no detriment to the Services offered by DPAS to the Client. The Client may do this by contacting Melanie Garnett, Operations Director, [melanie.garnett@dataprivacyadvisory.com](mailto:melanie.garnett@dataprivacyadvisory.com). For more information, please refer to the [Privacy Notice](https://www.dataprivacyadvisory.com/privacypolicy).
   5. All Intellectual Property associated with training courses or other Services shall remain vested in the owner be it DPAS, its Training Provider or others.
   6. Intellectual Property which is identified as, or can reasonably be deemed to be, confidential shall not be copied or reproduced or disclosed to any third party without the prior written consent of DPAS.  The Client shall ensure that its employees and all those under the Client’s control and supervision comply with this obligation.
   7. Where Services are provided to the specification or special requirements of the Client, the Client shall indemnify DPAS against all costs, claims and damages incurred or arising out of any alleged infringements of Intellectual Property.
5. **General**
   1. The Contract shall only become effective at the Confirmation Date.
   2. Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by DPAS or its Training Providers shall be subject to correction without any liability on the part of DPAS.
   3. No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of DPAS.
   4. DPAS may assign or sub-contract the whole or any part of the Contract to any person, firm or company.
   5. These Terms and Conditions expressly exclude any right afforded the Training Provider or any other third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
   6. During the term of the Contract and for a period of 12 months thereafter, the Client shall not directly or indirectly employ or solicit for employment any employees of DPAS or its Training Providers.
   7. The invalidity or unenforceability for any reason of any condition, sub-clause or paragraph of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.
   8. These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.
6. **Company Information**
   1. “DPAS" and “Data Privacy Advisory Service” are the trading names of Gooding&Co Ltd.
   2. Company No: 10625448.  VAT registration: 266679449
   3. Trading (and Registered Company) Address:

10 Oaktree Place

Marsh Barton

Exeter

EX2 8WA

* 1. Telephone 01392 914019
  2. Email  [info@dataprivacyadvisory.com](mailto:info@dataprivacyadvisory.com)
  3. Bank account information for payments by BACS transfer:
     + 1. Gooding&Co Ltd

Spectrum Payment Services Ltd TA Cardonebanking

Account Number: 10515146

Sort Code: 23-18-84

**Signed:**

**Date:**

Please do not hesitate to contact us if you are unsure about the meaning of any terms and conditions.

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| **Further information** |

**Confirmed bookings**: No bookings will be accepted without a completed booking form being returned and received by DPAS and where applicable, with accompanying payment. Bookings will only be confirmed at the point that the delegate receives written confirmation that they have been allocated a place on a specified training course.