Terms and Conditions for Whitespace Training

1. Introduction

1.1 These terms cover the provision of training events that we organise and deliver and form a legal agreement ('contract') between you and Whitespace Software Limited, with its registered office at Level 26, 22 Bishopsgate, London, England, EC2N 4BQ.

Please read these terms and conditions carefully and make sure you understand them. They set out the obligations ('terms') between you and Whitespace ('Whitespace', 'we', 'us', or 'our'). The terms explain what happens once you have placed an order, how to make payment, how you and we may change or end the contract, what to do if there is a problem and other important information. The terms are only available in English.

2. Contact Information

2.1 You may contact us by emailing our team at hello@whitespace.com.

2.2 If we need to contact you we will do so by telephone or writing to you at the email address you provided to us at the time you made your booking.

3. Our Contract with you

3.1 Any description, advertisement, documentation issued by us and any description contained on the Whitespace website relating to the training are issued and published for the sole purpose of giving you a general idea of the training, its content and objectives. Subject to any obvious error, the description and price of the training will be as quoted on the website at the date your booking is made. All payments under these terms shall be in UK pounds sterling.

3.2 Upon submitting a booking for a place or places on a Whitespace training course, you will receive confirmation of our acceptance of your order (a 'booking confirmation') by email.

3.3 A booking confirmation or attendance at the event (where the booking confirmation has not been received prior to the training) brings into existence a legally binding contract based on these terms between you and us.

3.4 In completing the booking form you acknowledge and agree that you have authority to bind any business on whose behalf you have purchased a place or places on the Whitespace training course.

3.5 These terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

3.6 You acknowledge and agree that in entering into this contract you do not rely on any statement, representation, assurance or warranty (howsoever made) that is not set out in these terms or any document expressly referred to in them.

3.7 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in these terms.

4. Price and Payment

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4.1 You must purchase the training by paying the appropriate fees as set out on the website. An invoice will be sent to you at the email address you provide at the time of booking and it is your responsibility to ensure that the address provided is correct.

4.2 You are required to ensure that any invoice is paid within 30 days of the date of receipt of the invoice.

4.3 Attendance at the event before we receive payment will form a legally binding contract in accordance with clause 3.3.

4.4 Where you do not pay the appropriate fees in accordance with this clause 4 this will constitute a breach of these terms and, without prejudice to clause 4.5 we may refuse you and / or your delegates access to the training event.

4.5 We may take legal action to recover any outstanding fees.

4.6 Without prejudice to clause 4.5, we may refuse or cancel future bookings where payments for training under these terms remain outstanding.

5. Our rights to make changes

5.1 We reserve the right to change venue and substitute trainers and consultants at our discretion.

5.2 Where Whitespace is unable to deliver the service face to face, the parties may mutually agree an alternative digital platform for delivery.

6. Delivery of the Training

6.1 The training shall take place on the date and at the venue set out in the booking confirmation unless otherwise changed in accordance with Clause 5.1. we shall use our reasonable skill and care to deliver the event and comply with the information you have been provided about it.

6.2 In advance of digital training, both parties will make best endeavours to ensure that the agreed platform is accessible and capable of delivering/receiving the service to an acceptable standard.

6.3 Neither party shall be liable for fault or failure of the agreed platform that may occur during the delivery of the service, should it be deemed outside of their control.

6.4 Any materials provided for or during the Whitespace training are protected by Copyright (except where clearly stated otherwise). Re-use of the training materials is not permitted under any circumstances.

7. Cancellation, transfer or postponement

7.1 You can cancel or transfer your booking in the following circumstances:

(a) You have the right to transfer to another training event providing you give us at least 14 days notice; however, we cannot guarantee availability on your replacement event - where we agree to the transfer:

i) your original acceptance of these terms will also transfer;

ii) if the appropriate fees for the replacement event are less than the training you originally booked, we will refund the difference in accordance with clause 8;

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iii) if the appropriate fees for the replacement event are more than the event you originally booked, we will send a revised invoice for payment to the address which you will provide when making the request to. You should pay the invoice in accordance with Clause 4.2.

(b) You have the right to cancel your event booking where there is a change in venue made pursuant to Clause 5.1.

(e) Where you or other delegates are unable to attend, substitute delegates can be accepted at no cost. You should notify the Whitespace team as soon as possible by contacting us using the details provided in clause 2.1.

7.2 You may only cancel your event booking in writing using the details provided in clause 2.1. When contacting us, please provide your name, address, details of the order, phone number and email address.

7.3 Wherever possible, we will contact you in advance to tell you we will be cancelling a training event, unless an emergency requires us to cancel the training event on the day.

7.4 We reserve the right to cancel or postpone training events if there are insufficient delegate numbers to ensure a high quality training experience or if a trainer is ill.

7.5 In the event that we cancel or postpone a training event, we will offer you a place on the next available event. Alternatively, you may ask for a refund which shall be made in accordance with Clause 8.

8. Refunds

8.1 Where an event is cancelled you shall be entitled to a refund of the fees for that event within 14 days beginning with the day on which we agree that you are entitled to a refund.

8.2 Any refund paid will be in respect of the fees only and not for any other expenses incurred (for example; hotel or rail fares). Your refund of event fees will be paid within 14 days beginning with the day on which we agree that you are entitled to a refund.

8.3 Where you transfer to a replacement event pursuant to clause 7.1(a) and the fee is less than the original event, we will refund the difference as soon as possible but in any event within 14 days beginning with the day on which we agree that you are entitled to a refund.

9. Summary of your legal rights

9.1 Whilst every effort is made to ensure that our training events are relevant and topical they are not tailored or bespoke for specific businesses or individuals and therefore all warranties for fitness for purpose and all other express and implied warranties are excluded to the fullest extent lawfully permitted.

9.2 Nothing in these terms limits or excludes our liability for:

(a) death or personal injury caused by our negligence

(b) fraud or fraudulent misrepresentation

9.3 Our liability to you shall be limited to the price you have paid for the event and, subject to Clause 9.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract, for:

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(a) any loss of profits, sales, business, or revenue

(b) loss or corruption of data, information or software

(c) loss of business opportunity

(d) loss of anticipated savings

(e) loss of goodwill

(f) any indirect or consequential loss

10. How we may use your personal information

10.1 We will use the personal information you provide us:

(a) to deliver the training to you

(b) to process your payment for the training

(c) to give you information about any of the services we offer, but you may stop receiving this at any time by contacting us using the details provided in Clause 2.1.

10.2 Your personal information will be processed in line with data protection legislation and in accordance with our privacy policy which is hereby incorporated into this Agreement. Our privacy policy can be accessed online or provided on request.

'Data protection legislation' means, as applicable, the GDPR, the UK GDPR, and the UK Data Protection Act 2018.

"GDPR" means, as applicable, the General Data Protection Regulation, Regulation (EU) 2016/679.

10.3 We will only share your personal information with third parties where the law requires us to do so.

11. Other important terms

11.1 If you have any queries about the event please contact us using the details provided in Clause 2.1.

11.2 Any notice or other communication given by you to us, or by us to you, under or in connection with this contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or email.

11.3 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9am on the second business day after posting or if sent by email, one business day after transmission.

11.6 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will inform you in writing if this happens and we will use reasonable endeavours to ensure that the transfer will not affect your rights under the contract.

11.7 Nobody else has any rights under this contract. This contract is between you and us. No other person (including delegates whom you have booked places for) shall have any rights to enforce any of its terms.

11.8 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides

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that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.9 These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation of the contract between us (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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