

Terms and Conditions

These terms and conditions set out the obligations between you and the Guild of Architectural Ironmongers (GAI) when you book any of our **training courses, programmes, qualifications, or classroom training courses (referred to as events)**.

The terms explain what happens once you have placed an order, how to make payment, what to do if there is a problem and other vital information.

They are governed by the law of England and Wales. These Terms and Conditions are dated 1 July 2023 (version 1.2)

1. These terms and conditions

1.1 Why you should read them

Please read these terms and conditions carefully and make sure you understand them. They set out the obligations (the 'terms') between you and The Guild of Architectural Ironmongers ('GAI', '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 vital information. The terms are only available in English.

1.2 You should retain a copy of these terms for future reference.

1.3 What these terms cover

These terms cover the provision of the courses, programmes, qualifications, and events ('events') that we organise, and which are available through the GAI website and our Learning Hub.

1.4 Who we are

We are a trade association for the door hardware and architectural ironmongery sector. Our head office is at Ironmongers' Hall, Shaftesbury Place, Aldersgate Street London EC2Y 8AA.

1.5 How to contact us

You may contact us by telephoning our team on +44 (0)20 3370 8542, by emailing us at education@gai.org.uk. The staff team are available between 9am and 5pm, (UK (United Kingdom) time) Monday to Friday (excluding public holidays in England).

1.6 How we may contact you

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

1.7 'Writing' includes emails. When we use the words 'writing' or 'written' in these terms, this includes emails.

2. Our contract with you

2.1 How we will accept your booking

Any description, advertisement, documentation issued by us, and any description contained on the GAI website or any prospectus relating to the event are issued and published for the sole purpose of giving you a general idea of the course, programme, qualification or event, its content, and objectives. Subject to any obvious error, the description and price of the relevant enrolment or event 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.

2.2 Upon submitting a booking for a place or places on a training course or an event, whether online, in writing or by telephone, you will be given confirmation of our acceptance of your order (a 'booking confirmation') whether verbally, in writing or both. If you have provided contact details for the person (the 'learner'), they will receive confirmation of their booking once our conditions are met.

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

2.4 Where you are not the learner (for example you are the training manager booking the training course or place on behalf of an employee), you acknowledge and agree that you have authority to bind any business on whose behalf you have purchased a course or places on an event.

2.5 Where you are not a learner, 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.

2.6 Where you are not a learner you acknowledge and agree that in entering this contract you do not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these terms, or any document expressly referred to in them.

2.7 Where you are not a learner, you and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in this contract.

3. Price and payment

3.1 Payment

You must purchase the course, programme, qualification, or event(s) by paying the appropriate fees as set out on the website. Payment can be made in the following ways:

(a) online by credit or debit card using the online system at the time of booking, or by following the link issued on your invoice

(b) by BACS using the following details:

Account Name: The Guild of Architectural Ironmongers Ltd

Bank name: HSBC Plc

Sort Code: 40-05-17

Account No: 11048848

BIC code: HBUKGB4B

IBAN: GB72HBUK40051711048848

Please e-mail remittances to accounts@gai.org.uk

3.2 Unless you are booking an event online, an invoice for payment of the appropriate fees shall be sent to the address you provide (whether a physical address or an email address) at the time of booking and it is your responsibility to ensure the address provided is correct.

3.3 You are required to ensure that any invoice is paid within 30 days of the date on the invoice, or under such terms as are set out in any invoice.

3.4 Attendance at the event before we receive payment will form a legally binding contract in accordance with clause 2.3.

3.5 Non-payment

Where you do not pay the appropriate fees in accordance with this Clause 3 or Clause 6.1(b) ii) this will constitute a breach of this contract and, without prejudice to Clause 3.6, we may refuse you and your delegates/learners entry to the programme or event or refuse to provide access to course materials or examination results. Failure to pay in full within the agreed terms may also invalidate any exclusive offers (such as introductory rates, member discounts or early bird promotional deals), resulting in you being issued a new invoice at the full rate. Should your membership of GAI lapse for any reason then you may no longer be entitled to the Member rate for our events.

3.6 We may take legal action in order to recover any outstanding fees.

3.7 Without prejudice to Clause 3.6, we may refuse or cancel future bookings where payments for an event under these terms remain outstanding or impose special terms on you such as full payment before acceptance onto any event.

3.8 What happens if we got the price wrong

It is always possible that, despite our best efforts, some of the events we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the event's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the event's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and cancel your place on the event.

3.9 We will pass on changes in the rate of VAT. Where VAT is payable, if the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect. Should VAT not be applicable on your booking, we will attempt to ensure the relevant payments and/or deductions are made.

4. Our rights to make changes

4.1 Changes to course materials, programme, and qualifications

We reserve the right to add/amend or update learning material for the duration of the academic year. Learners will be notified in writing when changes have been made. (These amendments will only be made if deemed necessary).

4.2 Changes to the event

We reserve the right to change venues and substitute speakers, trainers, and consultants at our discretion.

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

5. About the event(s)

Face-to-face training

5.1 The event(s) shall take place on the date and at the venue set out in the booking confirmation unless otherwise changed in accordance with Clause 4.2. We shall use our reasonable skill and care to deliver the event and comply with the information you have been provided about it.

Digital training

5.2 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.

5.3 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.

5.4 Any materials provided for or during our events are protected by our Copyright (except where clearly stated otherwise). Re-use of the training materials is not permitted. You undertake that you, your learners, and your employees will not copy, give, loan, sell or allow access or download any of your course materials to any individuals, companies, or organisations not party to this agreement.

6. Cancellation, transfer, deferral, or postponement

6.0 You may not defer our Foundation in Hardware course. Requests to defer Stage 1, 2 and 3 studies must be put in writing to education@gai.org.uk with accompanying supported documentation stating the reason(s) for deferral. The request will be put to the Education Committee for consideration and the outcome of this decision advised within 10 working days of receipt.

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

(a) where you are the learner, you have the right to cancel within 14 days of receiving the booking confirmation (the 'cancellation period') but only if the course materials have not been accessed. Where you have opened the course materials and/or given consent to the event taking place within the cancellation period, you will lose your right to cancel.

(b) you have the right to defer to a later date providing you give notice before 31 December, with accompanying supporting documentation stating the reasons; however, we cannot guarantee availability on your replacement date - where we agree to the transfer:

- i) your original acceptance of these terms and conditions will also transfer
- ii) if the appropriate fees for the replacement event are less than the event you originally booked, we will refund the difference in accordance with clause 6.4
- 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 transfer (whether a physical address or an email address); you should pay the invoice in accordance with Clause 3.1 (a), (b) or (c)

(c) outside of the cancellation period detailed in clause 6.1 (a) you have the right to cancel your event booking up to 28 days before the start date of the event. Refunds will only be provided within the 28-day period if medical evidence is provided and approved by the Education Committee. Refunds will be made in accordance with clause 6.4

(d) you have the right to cancel your event booking where there is a change in venue made pursuant to Clause 4.2

(e) where you or other learners are unable to study or attend an event, substitute learners may be accepted for a small administration fee. Licence terms will not be extended. You should therefore notify the GAI Education Team as soon as possible by contacting us using the details provided in clause 1.6. The GAI reserve the right to accept or decline such request.

(f) where your request is made before 31st December in the academic year (the year in which your course, qualification or examination is held) you may cancel the order and monies paid will be credited to your account held with GAI. Any cancellation requests from 1st January in the academic year will not be accepted.

(g) any enrolments accepted following the enrolment deadline of 31st December must be paid immediately. No cancellations thereafter will be accepted.

6.2 For situations where an employee leaves the business, then:

(a) the new employer can take responsibility for the learner by payment for that academic year plus a small administration charge. The original employer can then be refunded the fee for that year once the full fees have been received. We shall make best efforts to refund any monies due within one month of the day on which we agree that you are entitled to a refund.

(b) the employer can request the cancellation of the course. No refund will be given.

(c) If the employee leaves the business and reaches an agreement with the current employer to pay for their studies, then both parties must email education@gai.org.uk with the relevant documents to demonstrate that the employees refunded the employer so that the student may continue their studies, subject to payment of a small administration charge.

6.3 Your rights if we cancel an event

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

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

(c) In the event that we cancel or postpone an 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 6.4 (b).

6.4 How we will refund you

(a) Where an event is cancelled pursuant to 6.1(a), (c) or (d) and in accordance with Clause 6.2 you shall be entitled to a refund of the fees for that event. We shall make best efforts to refund any monies due within one month of the day on which we agree that you are entitled to a refund.

(b) Where an event is cancelled pursuant to Clause 6.3(c), we will refund your fees for the event but not any other expenses (for example; hotel or rail fares). We shall make best

efforts to refund any monies due within one month beginning with the day on which we agree that you are entitled to a refund.

(c) Where you transfer to a replacement event pursuant to clause 6.1(b) and the fee is less than the original event, we will refund the difference as soon as possible but in any event within one month beginning with the day on which we agree that you are entitled to a refund.

7. If there is a problem or you have a complaint

7.1 How to tell us about problems

If you have any questions or complaints about the booking process or an event, please contact us using the details in clause 1.5.

8. Summary of your legal rights

8.1 Whilst every effort is made to ensure that our 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.

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

(a) death or personal injury caused by our negligence

(b) fraud or fraudulent misrepresentation

8.3 Our liability to you shall be limited to the price you have paid for the event and, subject to Clause 8.2 and 8.4, 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:

(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

8.4 If we are providing events at your business premises, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the event.

9. How we may use your personal information

9.1 We will use the personal information you provide us:

(a) to deliver the event to you

(b) to process your payment for the events

(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 1.6

9.2 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 the Data Protection Act 1998, and from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), and any legislation which amends, extends, consolidates, re-enacts or replaces same, including any additional legislation or regulations that may be made pursuant thereto from time to time.

9.3 GAI attaches significant importance to the evaluation of its services. It will evaluate services following delivery based on completed evaluation forms. GAI agrees to share the outcome of that evaluation with you. In addition, GAI or its contractor may approach you to carry out a further evaluation of the impact of the training at a later date.

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

10. Other important terms

10.1 If you have any queries about the event, please contact us using the details provided in Clause 1.6.

10.2 Students must adhere to the guidance set out in the Student Code of Conduct. Any learner seen to be copying/duplicating block assessments or pre-examination work will be disqualified. The Student Disciplinary Procedure can be found on the GAI website. You accept the terms of both and agree to abide with the policy upon enrolment.

10.3 Special requirements Any special needs that may necessitate additional services or a change to the standard arrangements should be declared upon enrolment or as soon as known. Medical evidence should accompany all requests.

10.4 Any changes to be made regarding a learners' enrolment for an event should be endorsed by an appointed manager of the business.

10.5 The Guild of Architectural Ironmongers reserves the right to alter the content of any course or event as part of its ongoing policy of continuous development.

10.6 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 other next working day delivery service or email.

10.7 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.

10.8 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.

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

10.10 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to allow you to attend the event, we can still require you to make the payment later.

11. Which laws apply to this contract and where you may bring legal proceedings

(a) 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.

(b) We both irrevocably agree that the courts of England and Wales shall have exclusive authority to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).