



Booking Terms and Conditions for paid courses run by Entrepreneur First CIC (T/A Code First Girls)

3rd September 2018

1. Definitions

1.1 “Application” means an application for enrolment in a course.

1.2 “Company” means Entrepreneur First CIC (T/A Code First Girls), a company incorporated in the UK, with Company No. 07810542, and registered at the following address:

ENTREPRENEUR FIRST C.I.C.
% BWB Secretarial Limited
10 QUEEN STREET PLACE
LONDON
UNITED KINGDOM
EC4R 1BE

1.3 “Contract” means the Application, these Booking Terms and Conditions and the Special Terms and Conditions;

1.4 “Course” means a courses run by the Company in respect of which an Application has been made by or on behalf of a Participant;

1.5 “Course Fees” means the fees payable in respect of a Course as set out in the Course outline;

1.6 “Special Terms and Conditions” means the terms and conditions contained in the Course outline and on the Course website;

1.7 “Start Date” means the Course start date as set out in the Course outline and on the Course website;

1.8 “Participant” means the person in respect of whom an Application has been made.

2. Applications

2.1 These Booking Terms and Conditions apply to the enrolment of the Participant in the Course and provision of such Course by the Company. The Company and the Participant are



bound by the Contract upon acceptance by the Company of the Application made by or on behalf of the Participant in accordance with clause 2.2. The Contract forms the entire agreement between the Company and the Participant with respect to the Course. Where there is any inconsistency between these Booking Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions will take precedence.

2.2 The Company may, in its sole discretion, accept or reject an Application and notify the Participant in writing or by email accordingly.

2.3 The payment of any sum intended to be in respect of Course Fees by or on behalf of the Participant does not oblige the Company to accept an Application.

3. Payment terms

3.1 The Participant is liable to the Company for the Course Fees. The Course Fees are due on the earlier of (i) at the time of submission of the Application, or, (ii) if an invoice for Course Fees is requested by the Participant at the time of submission of the Application, within 14 days after the date of such invoice issued by the Company. If an Application is rejected by the Company after payment of the Course Fees, the Course Fees as paid will be refunded in full.

3.2 If the Course Fees have not been received by the Company in full by the due date, the Company may exclude the Participant from the Course.

3.3 The Company accepts payment from individuals by Stripe and via bank transfer. Where payment is made by bank transfer, the Participant must seek approval from the Company to make payment by this method in advance.

3.4 The Company accepts payment from companies and organisations by BACS, online via the Company Stripe payment portal, or a cheque made payable to Entrepreneur First CIC. Where payment is made by cheque, the Participant must seek approval from the Company to make payment by this method in advance. payment is not confirmed as received until the cheque has cleared and payment is received in the Company bank account.



3.5 All payments of Course Fees must be made in GBP and are exclusive of VAT and other taxes where applicable, unless explicitly stated. Any currency conversion costs or other charges incurred in connection with the payment of Course Fees are to be paid by the course purchaser in addition to the Course Fees. No deduction from the Course Fees for such costs or charges may be made.

4. Cancellation and Amendment of Courses by the Company

4.1 Courses have minimum required attendance levels and the Company reserves the right to cancel or postpone the Course if the minimum required number of Participants has not been accepted for the Course.

4.2 The Company also reserves the right to:

4.2.1 change or amend the Course structure or content;

4.2.2 change or amend the individuals responsible for organising or delivering the Course, including the course director and instructors; and

4.2.3 change the Course venue and course dates.

4.3 The Company will endeavour to inform Participants about cancellations, postponements, and amendments to the Course with as much notice as possible.

4.4 If the Course is cancelled by the Company, Course Fees received by the Company in respect of the Course will be refunded in full.

4.5 If the Course is postponed or an amendment is made to Course dates or location prior to the course commencing, the Participant may elect to attend the Course as postponed or amended, or to receive a refund. In the event that a Participant elects to receive a refund the Participant must inform the Course Administrator by email to: professionals@codefirstgirls.org.uk. The Participant is advised to keep evidence of the date on which such notice is sent. Requests for refunds will be acknowledged in writing.

5. Cancellation and Amendment of Courses by the Participant

5.1 If the Participant wishes to cancel their Application for a Course before payment of the Course Fees, the Participant may do so by emailing professionals@codefirstgirls.org.uk. The Participant will receive email notification of the cancellation. If no such notification is received, the Participant will remain enrolled in the Course and liable for the Course Fees.



The Participant is advised to keep evidence of the email notification of the cancellation that is sent

5.2 If the Participant wishes to cancel their enrolment in a Course after acceptance of their Application by the Company and before payment of the Course Fees, the Participant may do so by notifying the Course Administrator by email to: professionals@codefirstgirls.org.uk .

If the Participant so cancels their enrolment in a Course less than 42 days before the Start Date, the following rules apply:

5.2.1 For cancellations less than 42 days before the Start date, the Participant will be liable to pay to the Company an administration fee of £25.00

5.2.2 For cancellations more than 42 days before the Start date, no cancellation fees are due by the Participant

5.3 If the Participant wishes to cancel their enrolment in a Course after payment of the Course Fee, the following rules apply:

5.3.1 For cancellations received more than 42 days before the Start Date, the Course Fee will be refunded as paid.

5.3.2 For cancellations received between 42 and 21 days before the Start Date, 75% of the Course Fee as paid will be refunded

5.3.3 For cancellations received between 20 and 8 days before the Start Date, 50% of the Course Fee as paid will be refunded.

5.3.4 For cancellations received less than 8 days before the Start Date no refund will be made.

5.4 Fees paid by a Participant for a course are not transferable to other courses or to other individuals. In the instance that a Participant is unable to join for a course, the Participant can cancel their enrolment as set out in clauses 5.1 to 5.3.

5.5 If the Participant fails to attend parts or all of the Course no refund of Course Fees will be made.



5.6 Participants are responsible for complying with all United Kingdom entry and visa requirements and for obtaining the necessary consents to enable their participation in the Course. The rejection of a visa or other entry application by the British authorities does not affect the terms set out in these Booking Terms and Conditions and the Participant will remain liable for the Course Fee.

6. Provision of Courses

6.1 The Participant will be solely responsible for determining whether the Course is sufficient and suitable for the needs of the Participant. The Company does not provide any guarantee in respect of the standard of a Participant's abilities on completion of the Course.

6.2 The Participant will provide the Company with all information reasonably requested by the Company in connection with the Course.

6.3 Fees include the services set out in the Course advertisement as amended by the Company and usually include access to all parts of the course and the facilities, course materials, administrative support, and a Certificate of completion where completion requirements have been met.

6.4 A Participant is defined as having successfully completed the course if by the final session of the course, the Participant has created a publicly hosted website and made the link to this website available to the course instructor and/or Company course administration team. If these conditions are met, the Participant will receive an electronic certificate of completion from the Company, which will be sent to the Participant following the course completion.

6.5 Unless indicated otherwise, Course Fees do not include travel, accommodation, subsistence, insurance or other costs that might arise prior to or during the term of the Course.

6.6 The Participant agrees to apply with all applicable policies and regulations of the Company.



6.7 The Company reserves the right to remove the Participant from a Course or exclude a Participant from Company premises if the behaviour or demeanour of the Participant is considered unacceptable.

6.8 The Participant warrants that it has all necessary visas, permissions and consents required for their stay in the United Kingdom and attendance of the Course.

7. Limitation of Liability

7.1 Subject to clause 7.3, the liability of the Company to the Participant with respect to the provision of the Course, the cancellation, postponement, or amendment of the Course, any negligence, any breach of the Contract, or arising in any other way out of the subject-matter of these Booking Terms and Conditions, will not extend to:

7.1.1 any indirect losses or damages, or to any loss of profits, loss of contracts or opportunity, whether direct or indirect, even if the Company had been advised of the possibility of those losses or if they were within the Company's contemplation; or

7.1.2 any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

7.2 In any event, subject to clause 7.3, the liability of the Company to the Participant with respect to the provision of the Course, the cancellation, postponement, or amendment of the Course, any negligence, any breach of the Contract, or arising in any other way out of the subject-matter of these Booking Terms and Conditions is limited to the amount of Course Fees received from or on behalf of the Participant in respect of the Course.

7.3 Nothing in this Agreement will operate to limit or exclude the liability of the Company for death or personal injury arising from the Company's negligence, fraud or any other liability that, by law, cannot be limited or excluded.

7.4 Views expressed by course faculty members are their own. The Company does not accept any liability for advice given or views expressed by course faculty members or in any notes or documentation provided to Participants.

7.5 Unless otherwise indicated, all courses are taught in English. The Company does not accept any liability for any losses, costs or expenses incurred by or on behalf of the Participant in connection with the Participant's lack of English language knowledge.



7.6 The Company accepts no liability for loss or damage to the Participant's property and shall not provide any insurance cover whatsoever to the Participant.

7.7 The warranties and undertakings given by the Company in these terms and conditions are, to the extent permitted by law, given in lieu of all implied conditions, warranties, representations or other terms, including any relating to satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result.

8. General

8.1 The Company will not be liable for any failure or delay in the performance, in whole or part, of any of its obligations in connection with the provision of the Course arising from or attributable to acts, events, omissions or accidents beyond its reasonable control.

8.2 These Booking Terms and Conditions will be governed by and construed in accordance with English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with them.