



TERMS & CONDITIONS

Upon receipt of an application from the applicant, whether communicated verbally or in writing, to Sierra IT Training Services Ltd (hereafter referred to as Sierra), the applicant shall have made an offer to enter into an agreement with Sierra in the terms hereinafter appearing for the allocation of the number of places at the courses as set out in the application. Sierra will be deemed to have accepted the offer upon the dispatch to the applicant of the confirmation of enrolment letter.

1. The Course

The applicant will be allocated the number of places on the courses as specified and confirmed in the confirmation of enrolment letter.

2. Commencement

The course will commence on the date specified by Sierra in the confirmation of enrolment letter.

3. Course content

Sierra will endeavour to cover all the topics outlined in the relevant section of its current course information brochure published from time to time, but Sierra accept no liability for failure to cover all or any part thereof and reserves the right to vary the course contents at any time without reference or notification to the applicant. Neither the statement of objectives nor any other matter contained in the course information brochure shall constitute any representation condition or warrant that the applicant or his/her representatives will achieve the objectives stated or otherwise achieve any particular level of knowledge or competence.

4. Prerequisites

The applicant shall ensure that he/she has or his/her representatives have attained the prerequisite course standard as set out in the relevant section of the course information brochure prior to attending the course. Sierra reserves the right to refuse access to the course at any time at its discretion if it appears to Sierra that the applicant or his/her representatives have not attained the course prerequisite standards.

5. Cancellation

For all courses, cancellation by the client must be received in writing 15 working days prior to the course commencement date. Any applicant who for any reason fails to attend, or withdraws from a course which is conducted, without providing written notice to Sierra in accordance with the preceding paragraph hereof shall pay to Sierra all course fees and taxes in accordance with clause 6 thereof.

Sierra reserve the right to cancel in writing any course or individual applicants placement at any time up to 7 days prior to the scheduled commencement date of the course and if such notice is given, such cancellation shall determine this agreement without liability on the part of Sierra.

If Sierra cancels or is unable to complete a course for any reason beyond its control and has not given notice of cancellation pursuant to the above clause, Sierra will endeavour to arrange an alternative course at the mutual convenience of Sierra and the applicant but will not be under any liability for its failure to do so.

6. Course fees

The applicant shall pay the fee for the course which is current at the time of booking the course, this may vary from that published on our website. The fees set out are net of VAT and the applicant agrees in addition to the fee to pay Sierra amounts equal to any taxes (including VAT) paid or payable by Sierra charged on the price of the course or on this contract, but excluding Corporation Tax. The course fees do not include travel or provision of accommodation/living expenses which shall be arrange at the expense of the applicant.

7. Payment

All fees and taxes shall be paid by the applicant to Sierra within 14 days of the date of invoice, which is issued on commencement of the course. Any costs associated with the collection of overdue accounts, along with interest thereon at the rate of 2% per month shall be paid by the applicant. Where requested, payment of all fees and taxes shall be paid by the applicant 14 days prior to the commencement of the course.

8. Intellectual Property

The applicant acknowledges that all course material, program material or copies thereof are the property of Sierra (or its representatives) and remain the property of Sierra and are subject to copyright in favour of Sierra (or its representatives). Neither the applicant nor his/her representatives will copy the whole or any part of those materials without the written consent of Sierra Training.

9. Performance

Sierra accepts no responsibility whatsoever for the applicants or the applicants representatives performance as a result of their attendance at the course and shall not be liable for any loss or damage arising to the applicant or any third parties howsoever that loss or damage arises whether it be by act or omission but not so as to exclude liability for death or personal injury arising from the negligence of Sierra Training.

10. Data Protection

GDPR requires that organisations take care to ensure that data within their systems is processed fairly, timely and securely. To ensure that we can provide training courses to our clients we record certain information regarding the client, including name, email and phone contact details, delivery and invoice details and purchase history. See our [privacy policy](#) for full details. The client can optionally subscribe to any of our newsletters by prior consent. The client can change this subscription preference at any time by emailing training@sierra.co.uk, writing to us at the address below or a via the link on each newsletter.

11. General

No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of Sierra and the applicant. The applicant acknowledges that these terms and conditions supersede any written or verbal communication, including (but not limited to) purchase orders submitted by the applicant.

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