

KBM Training & Recruitment Terms & Conditions

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Terms and Conditions applicable to all Training, Services and Products and for acceptance of an offer made by KBM Training & Recruitment.

1. These terms

1.1. These are the terms and conditions on which we provide our Training Programme to you, whether they are induction, practical training, courses, lectures, classes, exams, coaching sessions, workshops and associated services or digital content, whether they are in-person or online (hereinafter, “Training”, “Services” or “Products”);

1.2. Please read these terms carefully before you agree to place an order with us or accept a place on a Training or start to use our Services or Products as they are important and will apply to any orders you place or Services or Products you use. These outline who we are, how will we provide the Training to you, how we may change or terminate the contract. Print off a copy for your records as it is your responsibility to keep a copy of these Terms in case you wish to refer them at a later date. KBM Training & Recruitment may not file or otherwise keep a copy of the agreement concluded between you and KBM Training & Recruitment and a copy of the concluded agreement may not be available from KBM Training & Recruitment at a future time and date.

1.3. These Terms constitute an agreement between you (hereinafter, “you” or “your”) and KBM (Clause 26) (hereinafter “KBM”, “us”, “our” or “we”). By either (i) agreeing to proceed with your enrolment, or (ii) receiving an order acknowledgement/confirmation, or (iii) receiving an invoice, or (iv) receiving a receipt after payment, or (v) clicking the “Pay” Button on the Payment Portal or (vi) start using the Training, Services or Products, you are confirming your agreement to be bound and abide by these Terms and Conditions.

2. How to contact us

2.1. You can contact us in writing: 1 Concord Business Centre, Concord Road, London, W3 0TJ or support@kbmgroupp.co.uk or by telephoning our Customer Service on +44 (0) 208 992 4506.

2.2. If we have to contact you, we will do by either phoning you on the contact number(s) you have provided, writing to you at the email address or postal address you have provided when you have enrolled on a Training.

2.3. “Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

3. How purchase contracts are formed

3.1. No contract in respect of the purchase of a Training, Product or Service offered on our website, a third-party website or in-person shall exist between you and us until KBM has accepted your offer to purchase a Training Programme or a Product or Service, at which point a legally binding contract will come in existence between you and us.

3.2. To place an order for Training, Product or Service with KBM, you can visit the companies’ websites, use a Third-Party website, in-person at one of our Training Centres, over the phone by calling +44 (0)20 8992 4506, Monday to Saturday, 9 am to 5 pm and a KBM Career Advisor will assist you through the entire order process, from selecting the right Training, Product or Service to payment method. Our Career Advisor will give you the opportunity to review your order prior to submitting it to us.

3.3. It is your responsibility to ensure that the selected Training(s) are appropriate for your needs.

3.4. Other instances when an order acknowledgement email will be issued to you after you have either:

- a. Accepted a quote (verbally in person or over the phone or in writing);
- b. Paid a Fee or deposit; or
- c. Verbally told us to go ahead with your enrolment.

3.5. By placing an order, you make an offer to us to purchase the Training, Product or Service you have selected on these terms and conditions. We may or may not accept your offer at our discretion. If we accept your order, we will be sending you a separate order confirmation/acknowledgement email, which will be effective upon sending it to you at the email address you have provided.

3.6. From that point, you will be required to pay the Fees and any Additional Fees immediately by credit/debit card or cash unless we have agreed on a payment plan, which involves a deposit payment.

3.7. You can pay in person by cash or using a debit or credit card. We will debit the Training Fee on or after the day you make the order for the Training. You can pay online over a secure link where your credit or debit card details are collected, but will not be retained by either the Payment Portal (Clause 14) or KBM.

3.8. If you wish to apply for a finance payment method (hereinafter “**Funding**”), our career advisor team will discuss the eligibility criteria for Funding with you. Additional documentation will be required before the completion of your enrolment. Finance Direct Debit will start after the application for Funding is completed.

3.9. Following receipt by KBM of your order and after we have dispatch our separate order acknowledgement email, you will receive a Learner Registration or Enrolment form, which you will need to fully complete to allow us to create your student profile and give you access to the chosen Training Programme. You can return the Learner Registration or enrolment form by submitting it by email, post or in-person

3.10. There may be circumstances when we will have to withdraw your enrolment, for example, where you have provided incomplete or inaccurate information. This might also be because of unexpected limits on our resources which we could not reasonably plan for because we have identified an error in the price or the description of the Product or Service. We will let you know about this. We will not charge you for the Training.

4. Your rights to make changes to your Training

4.1. If you want to make a change to the Training you have enrolled for, speak to our Customer Service Team who will let you know if the change is possible. If it is possible, we will let you know about any changes to the price or duration or any other elements that may be affected as a result of your requested change. We will ask you to confirm whether you wish to go ahead with the change. We reserve the right to charge an administrative fee in this instance.

4.2. Once you have started your Training, you will not be able to change the Training you have enrolled for and would need to book another Training should wish to do so.

5. Our rights to make changes to this contract

5.1. We have the right to change the Terms of this Contract, our Services, our Products, and/or our prices or fees at any time (including the make-up of packages that include Services). Such modifications and additional terms and conditions will be communicated to you and, if accepted, will be effective immediately and will be incorporated in this Contract. In the event you refuse to accept such changes, KBM reserves the right to terminate this Contract. If we make changes to our Services, our Products,

and/or prices or fees, you agree that we have no obligation to replace or supplement packages as a result and you agree that you will not be entitled to any refund because of such change(s).

5.2. We may make minor variations to the Training or these Terms:

- a. To reflect changes in relevant laws and regulatory requirements;
- b. To implement minor technical adjustments and improvements that will not affect the delivery of your Training; or
- c. To accommodate minor or temporary changes to dates and locations, which do not impact the overall provision of the Training.

5.3. We may make more significant changes to the Training and these Terms.

- a. To increase the Training Fees to proportionally reflect the cost associated with establishing and providing the Training;
- b. To correct errors;
- c. By adding or removing optional modules to the Training; and
- d. If a third party such as an awarding or government body or professional institute which governs the Training imposes the changes on us, such as changing the method of assessment or the syllabus.

5.4. We may make minor changes to our digital content, which would include modifications, enhancements or issue clarifications about the content (including but not limited to videos, interactive exercises or tests, written materials, or systems specification). As long as the changes are not substantial and do not affect your original syllabus content purchase, the updates and enhancements will be free of charge at the applicable time, during the period for which the content is available for the duration of your Training.

6. Training Provision

6.1. When you place an order or accept a quotation to purchase a Training, Service or Product from us, either it is online or by post or in person or over the phone, you are formally accepting these terms and conditions as well as confirming the start date, end date and duration of your Training with us. This is applicable even if you have not paid the fees associated with your order.

6.2. Certain Training materials may be updated due to changes in legislation, changes in syllabus or changes in regulations by a professional body. In those instances, we may produce new and updated Training media and materials, which will only be available as a new purchase and will not be part of your original purchase with us. Your purchase price does not include access to future revision or new Training modules, which will be subject to additional fees. Our one-to-one training session means that our in-house expert or qualified tutors, trainers and accountants will give you the necessary personalised support on an ad-hoc basis when you have queries about any practical or theoretical elements of your programme, by understanding your needs and helping you improve your skills.

6.3. Where applicable, any delivery cost will be displayed or shown to you before you make a purchase.

6.4. During the enrolment process, we will agree on a start date when we will provide the Training to you, which will be available for the duration of the Training (see Clause 19).

6.5. In the event that Starting the Training is delayed by any events outside of our control, we will contact you at the earliest opportunity to let you know which steps we will be taking to mitigate the effect of the delay. Provided we do this, we will not be liable for delays caused by the event. If there is a risk of substantial delays outside of our control and we are unable to mitigate the delay in you Starting your Training, we will make attempts to offer you an alternative Training, for example, access to an online version of the Training instead of attending the Training in person in one of our Centres, or

postpone the Start Date or extend the Duration of the Training. If we cannot offer you a suitable alternative, you may contact us to end your contract with us and receive a full refund.

6.6. We may suspend your Starting Date of the Training Provision temporarily for example:

- a. To deal with technical problems or make minor technical changes;
- b. To make changes to our Training Content as notified by us to you (see Clause 6); and
- c. To update our Training Content in line with relevant laws and regulatory requirements.

6.7. Although we do our utmost to ensure this situation will not occur or affect your Starting Date of the Training, we will contact you in advance to tell you we will be suspending temporarily the provision of Training unless the problem is urgent or an emergency.

6.8. During the Training Provision, when you do not pay your Fees when you are supposed to and you still do not make a payment within 7 days from reminding you that your payment is due, or if your finance third party does not pay us, we may suspend the provision of the Training until you have paid the amount due. We will contact you by phone or in writing (post or email or pop-up on your Student Portal) to tell you that we are suspending the provision of the Training or that we are about to suspend the provision of the Training. If we have to delay your Start Date because you do not pay your fees when you are supposed to, Clause 6.5 does not apply. We will not suspend your Training in the event you dispute the unpaid invoice. We will not charge you during the suspension but we can charge you interest on the overdue payment.

6.9. You will become responsible for the study materials from the time we give them to you or deliver them to you to your selected delivery address) or until they are returned to us.

7. Copyright and Licence of Intellectual Property

7.1. KBM respects the intellectual property rights of our content providers and other third parties and we expect you to do the same when using our Training.

7.2. Unless explicitly indicated otherwise, all Copyright and Intellectual Property rights in a Training or other learning materials or platform, belong to us, or another company in the same group of companies as us.

7.3. All trademarks, service marks, trade names, trade dress, product names and logos appearing on all our websites or training platform and content are the property of their respective owners.

7.4. We will allow you to use the applicable Training Materials and Media in a personal capacity for the purposes of Training and studying but remains our property. That permission is personal, revocable, non-exclusive, non-transferable and non-shareable and ends when this Contract ends. You agree that you will only use any study materials and/or digital content for study purposes and that you will not copy, make available, transmit, reproduce, sell, license, distribute, publish or broadcast or otherwise circulate the materials.

8. Professional Bodies Registration and Assessments

8.1. There may be requirements to be registered with a professional body before being able to sit an assessment with them or access additional study support and resources.

8.2. It is your responsibility to register and/or become a member of the relevant body for your Training.

8.3. Both registration and annual subscription renewal are not included in your package and will need to be paid separately. KBM does not accept responsibility to register you or act on your behalf with a professional body.

8.4. Assessments fees are subject to a separate additional fee and are not included in our Training package. You will need to pay for each assessment separately by booking an exam session with our Student Support Team.

9. Your rights to end the contract

9.1. You can always end your contract with us. Your rights when you end the contract will depend on how we are performing and when you decide to end the contract:

- a. If you want to end the contract because of something we have done or have told you we are going to do, see Clause 9.2;
- b. If you have just changed your mind about a Training, this will depend on how the contract was formed. For Training booked online, see Clause 9.3 and Clause 9.4 and Clause 9.5. For Training booked in-person see Clause 9.13, 9.14, 9.15 and 9.16; or
- c. In all other cases (if we are not at fault and there is no right to change your mind), you will not be entitled to a refund.

9.2. If you are ending a contract for a reason set out at (a) to (e) below, the contract will end immediately and we will refund you in full for any part of a Training that you have paid for but not received:

- a. We have told you about significant changes to the Training or these terms in accordance with Clause 5.3, which you do not agree to;
- b. We have told you about an error in the fees or description of a Training you have applied for and you do not wish to proceed;
- c. There is a risk that the Starting Date in providing your chosen Training may be significantly delayed because of events outside our control in accordance with Clause 6.5;
- d. We have suspended provision of a Training for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
- e. You have a legal right to end the contract because of something we have done wrong.

9.3. Cancelling a Training booked online: For most Training booked online, over the phone or by postal mail, the distance selling regulations apply and you have a legal right under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to change your mind within 14 days (The “**Cancellation Period**”) from the day you enter the contract or receive those contractual terms and conditions, whichever is the earliest and receive a refund. If you are cancelling within the 14 day Cancellation Period then please let us know by a clear statement: using the contact details in Clause 10.1, send us a letter, email us, or call us. To meet the cancellation deadline, it is sufficient for you to send us your clear communication in writing telling us you wish to cancel before the end of the Cancellation Period. If you are posting a letter to us, you may wish to send this by recorded delivery as you will not be able to prove that we have received it.

9.4. You do not have the right to change your mind, even if this is during your Cancellation period after you have requested us to start your Training within the Cancellation Period and are not entitled to a refund in respect of:

- a. Training and Services, if you have attended an induction (remote or in-person); or
- b. Training and Services after you have accessed your Student Portal or stream any Training Content or interacted with any of our Tutors; or

c. Training and Services, once these have been completed or fully performed, even if the Cancellation Period is still running.

9.5. You have 14 days after the day we issue you confirmation of your order and enrolment in accordance with Clause 3.

9.6. If you have requested to start your on-premises Training or attended the induction within the Cancellation Period, the cost is non-refundable and will have to pay us for the full price of the Training. If this was an online Training that we have provided to you immediately, and you agreed to this when you applied, or you have attended the induction, or you have accessed your Student Portal or streamed any content or contacted any of our Tutors, you will not have the right to change your mind and will have to pay us for the full price of the Training.

9.7. If you cancel your purchase within the Cancellation Period you will be liable to return any goods you may have received from KBM without undue delay and no later than 14 calendar days after you inform KBM of the cancellation (see Clause 10.7.a.)

9.8. Even where we are not at fault and the Cancellation Period has ended, you can withdraw from the Training at any time but you do not have a right to receive a refund if you have changed your mind once the 14-day Cancellation Period ends.

9.9. A Contract for Online Training is completed once you have accessed the Student Portal or Streamed a Content and have fully paid for them.

9.10. A Contract for Training in one of our Centres is completed when we have finished providing the services or the Duration of the Training has expired, whichever is the earliest and you have fully paid for them.

9.11. A Contract will end immediately after the duration of your Training, either it is online or in-person, either it is in hours used or months, has expired and you have fully paid for your Training.

9.12. In all cases, any outstanding payments are due in full even after the Duration of the Training has expired, otherwise, the Contract will not end until such a time the outstanding payments have been settled in full.

9.13. **Withdrawing from a Training booked in-person:** For most Training booked in person, including instances when:

a. You had a face-to-face consultation, did not agree immediately to a contract but left with a quote form or receive a quote form at a later date and the transaction/contract is formed at later date either by phone or email or in-person; or

b. You had an online consultation, did not agree immediately to a contract, received a quote at a later date and the transaction/contract is formed at later date in person.

9.14. Your right to cancel does not apply and are not entitled to a refund in respect of:

a. Training and Services if you have attended an induction (remote or in-person); or

b. Training and Services after you have accessed your Student Portal or stream any Training Content or interacted with any of our Tutors;

c. Training and Services after the start date indicated in your order confirmation has begun; or

d. Training and Services, once these have been completed or fully performed.

9.15. If you want to withdraw from the Training within 14 days from the Start Date, you are entitled to a refund of 50% of the Training fees. Where fees are less than 50% of the Training fee, the balance will remain payable.

9.16. If you want to withdraw from the Training after the Start Date, you will not be entitled to any refund and any fees outstanding will remain payable.

10. Ending your Contract with us

10.1. To end the Contract with us, including when you have changed your mind, please let us know by doing one of the following:

- a. By Post: Training, KBM Training & Recruitment, Unit 1 Concord Business Centre Concord Road, London, W3 0TJ;
- b. By Fax: 020 8992 4506; or
- c. By Email: info@kbmtr.com.

10.2. In each case, you must state your name, your address, the Training details, when you have ordered the Training and the reason why you would like to cancel your Training. You may use the model cancellation form, but it is not obligatory (See Clause 27). Failure to provide written cancellation will incur the applicable full fee.

10.3. If you end the Contract for any reason after study materials (i.e. books) has been dispatched to you or you have received them, you must return them to us. You must either return them in person in one of our centres or by emailing them back by post to Training, KBM Training & Recruitment, 1 Concord Business Centre Concord Road, London, W3 0TJ. If you are exercising your right to change your mind you must return the materials within 14 days of telling us you wish to end the Contract.

10.4. We will pay the costs of return only under those conditions:

- a. If the study materials are faulty (i.e. missing pages or misprinted) or the content has been misdescribed; or
- b. If you are ending the contract because we have told you of an upcoming change to these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have the legal right to do so as a result of something we have done wrong.

10.5. In all other circumstances (including under your right to change your mind) you must pay the cost of return, which refund amount will be capped at the cost of a standard postal delivery method.

10.6. If you are entitled to a refund, we will refund you any charges paid for your Training or Purchase by the method you used for payment for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

10.7. We may make deductions from the fees to be refunded as described below:

- a. If you are exercising your right to change your mind, we may reduce your refund fees (Excluding delivery costs), potentially to zero, to reflect any reduction in value to the product(s) caused by damage and/or deterioration arising from poor handling and/or cause by courier damage on the return to us, which would not be permitted in a shop such as where the item has been checked but not used. If you have marked or written on the study materials, they will no longer have any value for us and we will not be able to issue a refund. If we are issuing a refund before we are able to inspect the study materials and later discover that you have handled them in a way that would not be permitted in a shop, we will be entitled to request an appropriate payment from you.
- b. In line with Clause 9.5 and in case of a refund, an administration charge of 50% of the Training fee will be applicable. Where fees paid in advance are less than 50% of the Training fee, the balance remains payable.
- c. If you have benefited from a discount or redeemed a voucher when purchasing a product and if you are entitled to any refund in connection with your purchase, then your refund will be the discounted price actually paid and not the full, list price.
- d. Once an exam booking has been made online and confirmed by KBM, cancellation of an exam is permitted within 14 days of confirmation of the exam. After this point, a

refund will no longer be available however you may still have the option to defer free of a deferral fee up to 5 working days before the date of the chosen exam date. Deferrals made between 2 to 5 working days of the scheduled exam date will be subject to a £35 deferral fee, which is payable at the point of deferring the exam.

10.8. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- a. Your refund for study materials will be made within 14 days from the day on which we receive the study materials back from you; or
- b. if earlier, the day on which you provide us with evidence that you have sent the study materials back to us. For information about how to return study materials to us, see Clause 10.3.

10.9. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

11. Our rights to end the Contract

11.1. We may end the contract for a Training at any time by writing to you if you:

- a. Do not make payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- b. Do not receive funding authorisation from a third-party or payment plan approved before the Start Date or if authorisation to fund the Training is withdrawn during the duration of the Training;
- c. You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide you with the Training; or
- d. Have not complied with our policies, those of any relevant professional body or institute, or you are guilty of inappropriate conduct, or are acting in a way that detrimentally affects the learning of others.

11.2. If we end the contract in the situations set out in Clause 11.1 on or after the Start Date, you will not be entitled to a refund. If we end the Contract in advance of the Start Date, we will refund any money you have paid in advance for a Training but we may deduct from that refund a reasonable sum as reasonable compensation for the net costs we will incur as a result of ending your contract.

11.3. If we end the contract due to non-payment of fee, you are still bound to pay any outstanding fee and we may charge you interest on the outstanding sum (see Clause 14.8).

12. Problems with the Training

12.1. If you have any questions or complaints about the Training, please contact us. You can write to our Student Support Team at support@kbmgroupp.co.uk or KBM Training & Recruitment, 1 Concord Business Centre, Concord Road, London, W3 0TJ. Alternatively, please speak to one of our staff at one of our Centres.

12.2. Our complaints procedure is available under the Policies section of our main website or the EMS Student Portal. If you wish to make a formal complaint once you have read the policy, please do so using our complaints form or, alternatively, use the details found in Clause 12.1.

13. Deposit payment terms

13.1. If a deposit is payable, the deposit can be paid using a credit or debit card online via our Payment Portal (Clause 14.12) or over the phone, by bank transfer or cash in person.

13.2. The deposit is non-refundable in all circumstances except if you cancel your contract in accordance with Clause 10).

13.3. The deposit will be offset against your Fees payable for the Training you have applied for provided you take up your place on the Training.

14. Fees and payment terms

14.1. The fees for our training programmes, which are quoted in pounds sterling and are inclusive of VAT, will be the price indicated on the quotation, or our portfolio, or Learner Registration Form, or emails we may send you following an enquiry or our Website(s). We take all reasonable care to ensure that the price of the Training advised to you is correct.

14.2. When placing an order with us, you agree to pay the Training fees on or before the due dates as set out on your enrolment agreement or receipt/invoice. This clause is contingent upon KBM having received cleared funds from you on or before the due date(s).

14.3. Additional fees are payable separately. Our training package fees do not include Additional Fees. The prices of the additional fees will be indicated on the same document mentioned in Clause 14.1.

14.4. We will pass on changes in the rate of VAT in the event that the change occurs between the date of your enrolment and the Training Start Date. If the change in the rate of VAT occurs after your Training Start Date, there will be no adjustment to your package fee.

14.5. It is always possible that, despite our best efforts, some of the Training packages we sell may be incorrectly priced. We will normally check prices before accepting your order or enrolment so that, where a Training's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If a Training'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.

14.6. We accept payment with all major debit or credit Visa or Mastercard, with the exception of American Express, Cash and Bank Transfer. We will dispatch study materials, give you access to digital content including but not limited to electronic books (or eBooks) and start providing your Course on the agreed Start Date once you have paid us, have obtained a loan or agreed with us to pay in instalment.

14.7. Some of our Training or Services may require to pay the fees in advance. You will be informed prior to placing your order if it is the case.

14.8. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of HSBC Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.9. Payments are due on the agreed dates on the invoice regardless of your attendance or use of the Training. In the event, a cheque is returned or a direct debit declined or a credit/debit card transaction, funds will not be deemed to have cleared. KBM shall not be liable for any bank charges that may apply.

14.10. If you think an invoice is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

14.11. If your employer or a third party is sponsoring your studies or you have applied for funding from Government Apprenticeships or KBM Payment Plan, then additional documentation may need to be

completed prior to enrolment. Please note that if funding is not received or ceases then we will end this contract as set out in Clause 11.1.b.

14.12. KBM online payment gateways are hosted by our e-commerce provider, Worldpay.com, and your details will be transferred to Worldpay.com for the purpose of making payment. Customer data will be stored on a secure database by Worldpay.com on behalf of KBM so that we can access payment records in the event of queries or incomplete payment.

15. Instalment Payment (In-House) and Finance Payment (External) Terms

15.1. These Payment Plan Terms and Conditions apply if you have chosen an instalment or a Finance Payment method. These payment terms are in addition to any other applicable terms and conditions which may apply.

15.2. Please read those terms carefully before purchasing the applicable Training and choosing to apply for a Finance Payment Plan. Please print a copy of these terms for your records.

15.3. By signing up to an Instalment (in-house) or Finance (external) Payment Plan, you are confirming that you are agreeing to be bound to these Terms.

15.4. Finance Payment Plan will be processed by our flexible finance providers, Omni Capital Retail Finance (omnicapitalretailfinance.co.uk) and Dekopay (dekopay.com), and your details will be transferred to Omni Capital Retail Finance and Dekopay for the purpose of applying for finance, instant credit checking and making payment. When agreeing to submit your details to those companies, you are agreeing to be bound by their own terms and conditions in addition to these terms.

15.5. Customer data will be stored on a secure database by Omni Capital Retail Finance and Dekopay on behalf of KBM, so that we can access payment records in the event of queries or incomplete payment. On the Start date of your Training or once your Training has commenced including the induction, whichever is the earliest, the agreed monthly instalment plan commences and will be deducted from your account every month.

15.6. Instalment Payment Plan will be processed by KBM and the repayments will be agreed upon in advance with you.

15.7. You have the right to withdraw from the instalment plan before the end of 14 days beginning the day on which you receive notification from us that the Instalment Plan has been accepted. This must be communicated in writing by KBM to you.

15.8. If you withdraw from the Instalment Plan, but still wish to complete your Training, you must pay the outstanding sums immediately. We reserve the right to terminate the Training enrolment if you do not do so.

15.9. If you wish to cancel your Instalment Plan early after the 14 day period has passed, the full amount of credit will be due. There will be a £50 cancellation charge.

15.10. In case of non-payment or missing payment, you will be liable to pay the full outstanding amount plus any legal and incidental cost that may be incurred by a Third Party Debt Collection Agency who would act on behalf of KBM to recover the outstanding sums. KBM reserves the right to take any lawful actions or any other means necessary to recover the debt, up to and including legal action.

15.11. Any variations to the Instalment Payment schedule must be agreed with us in writing a month before the next payment is due.

16. Our responsibility for loss or damage suffered by you

16.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our

breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the order process.

16.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Training.

16.3. 12.3 We are not liable for business losses. If you use a Course for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17. How we may use your personal information

17.1. We will use the personal information you provide to us:

- a. To supply a Training to you;
- b. To process your payment for a Training;
- c. As anonymised data to analyse and evaluate our Training Programmes;
- d. To invite you to participate in evaluation throughout your Journey with us;
- e. To follow your progress after completion of your Training Programme; and
- f. If you agreed to this during the enquiry or registration or enrolment process, to inform you about similar Courses that we provide, but you may stop receiving these at any time by contacting us.

17.2. We will keep your personal information for 7 years after you register for a Training, to meet monitoring requirements.

17.3. We may share your personal information:

- a. If you are sponsored, we will share your data, training attendance, progress and results with your employer or any other party responsible for paying your fees.
- b. With any one of the relevant professional bodies or institutes for your Training.
- c. With other companies or organisations, we have hired to perform services on our behalf including, without limitation, training services, carrying out market research, facilitating some aspects of our site and services, managing our database, contacting you, sending e-mail and fulfilling your requests. These other companies may be supplied with or have access to your personal data solely for the purpose of providing these services to us or on our behalf. We are the data controller and will remain accountable for the personal information.
- d. With other business divisions and subsidiaries of KBM Group that provide services we think might interest you.
- e. With a third party in connection with a change in or corporate structure such as, but not limited to, merger, consolidation, sale, liquidation, or transfer of substantial assets.
- f. We may disclose personal information, as permitted or required by law, and to: (i) respond to inquiries or requests from governmental or public authorities; (ii) protect our rights, privacy, safety or property; (iii) permit us to pursue available remedies or limit damages that we may sustain; and (iv) enforce our agreements, including without limitation our enrolment terms and conditions.

18. Technology

18.1. To access and participate in your online Training, you will need the following essentials:

- a. Access to a PC/Laptop/Tablet;
- b. Ability to connect to the internet via a broadband connection; and
- c. Calculator - some professional bodies have the requirements for calculators and you will need to check this with them.

18.2. Our EMS Student Portal supports all the major modern browsers.

18.3. Your web browser may have active pop-up blockers to suppress unwanted advertising. Similarly, you may be behind a content-blocking device such as a firewall. It may be necessary to reconfigure or disable these. If you are accessing the learning platform from work or in a public place you may have to contact the system administrator to do this. It is your responsibility to ensure that KBM.co.uk and kbmems.org are added to your safe domain list.

18.4. Computer equipment and internet access costs are not included in our Training fees and are your responsibility.

18.5. It is your responsibility to check that the computer or any other mobile device (such as a tablet) you plan to use to access your EMS Student Portal account and/or online Training is compatible with the minimum specification requirement for operating the EMS Portal and/or using our websites and participating in online classes.

18.6. We employ security measures to protect your personal information from access by unauthorised persons and against unlawful processing, accidental loss, destruction or damage. We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input. It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer.

18.7. As part of your Training, we may provide links to websites or access to software operated by Third Party Websites or Software Providers. Please be aware that we do not control or have no control over Third Party Websites or Software Providers. Third Party Websites may send their own cookies, have their own Privacy Policy on how they collect and use data or solicit personal information. We assume no responsibility for the information you share with Third Party Websites and you should read each Third Party Company's Privacy Policy before disclosing any personally identifiable information. Third Party Software Providers have their own minimum specifications requirements which may differ from our own. They may also send updates or upgrades in the background which may slow down the operational use of the software for a period of time. We cannot accept responsibility for this practice should it occur during your Training.

19. Training Duration

19.1. All of our Training Packages are available for a limited period only and that period will depend on the Training you have chosen (see below). Call the Student Support on + 44 (0)20 8992 4506 or email us at support@kbmggroup.co.uk if you'd like to know the specific period for the Tailor Made Training that you are enrolling on.

Training Programmes	Delivery	Duration
Bookkeeping and Payroll Practical Training	Classroom	3 months (106 hrs) from selected Start Date
Accounts Assistant Practical Training	Classroom	6 months (212 hrs) from selected Start Date
Financial Accountant Practical Training	Classroom	12 months (416 hrs) from selected Start Date
Bookkeeping and Payroll Practical Training	Online	3 months (80 hrs) from selected Start Date
Accounts Assistant Practical Training	Online	6 months (160hrs) from selected Start Date
AAT Level 2 Certificate in Accounting	Classroom/Online	6 months from selected Start Date
AAT Level 3 Advanced Diploma in Accounting	Classroom/Online	11 months from selected Start Date
AAT Level 4 Professional Diploma in Accounting	Classroom/Online	12 months from selected Start Date

19.2. Access to the Training Programme will begin at the Start Date and will be limited to the duration of the programme in months or after all the allocated hours have been used, whichever is the soonest.

19.3. Upon usage of all Training hours or expiry of the overall duration of the training, whichever is the soonest, you will not be able to access your Training Material. Access to the Training material will not be extended unless you instruct KBM and pay any of the additional extension fees where applicable (see Clause 24).

19.4. To access your chosen programme (online and in our Training Centres), you would need to book shifts through your EMS Student Portal. More information about doing so will be given to you during your induction.

19.5. If you are paying your Training Fee in full, you will have full access to your chosen programme to train at your own pace and schedule.

19.6. If you are paying in instalment, the number of hours you can book to access your chosen programme in a month will be capped in equals hours for the length of your instalment plan.

20. KBM Training & Recruitment Ltd Policies

20.1. You must comply at all times with our policies, which are made available on our website or Student Portal. In the event you are in breach, we reserve the right to apply the Student Disciplinary Procedure.

21. Learner Registration Form

21.1. Once we have confirmed your order, we will send you a Learner Registration form in a separate email for you to complete. You should submit a duly completed and signed registration form to our Student Support (support@kbmgroupp.co.uk), together with any required documentation detailed in the registration form.

21.2. The Learner Registration form will allow us to fully process your registration as a student and provide you access to your EMS Student Portal and Learning Material.

21.3. The Learner Registration Form will be processed in line with our Data Protection Policy.

22. Discounts and Offers

22.1. If several discounts potentially apply to a course, only one such discount may be selected. Discounts offers and schemes are subject to availability and may be withdrawn or changed at any time without notice.

22.2. Multiple booking discounts cannot be used with any other discounts already offered by KBM, the discount is only applicable on full or main Training fees. Multiple booking discount is only available when multiple Training is booked in the one transaction and payment terms are agreed.

22.3. KBM reserves the right to remove or amend any discount or offers at any time.

23. Deferral

23.1. If you wish to defer a course and are outside the 14-day cooling period (where applicable), you must request your deferral in writing by emailing Student Support at support@kbmgroun.co.uk.

23.2. Where the full amount has been paid, enrolment can be deferred (subject to availability), provided you have notified KBM in writing at least two weeks prior to the course commencement date or if you have started your Training and have yet to complete it. The deferral is subject to a fee of £50 per Training Programme being deferred.

23.3. The fee must be paid in full for the deferral to be applied. If no fee is paid, the deferral will not be processed and your original duration will still be valid even if you can no longer attend your Training.

23.4. If the Training is due to start more than two weeks in advance, no deferral fee is payable.

23.5. No refunds will be made, and amounts paid for the Training will be carried forward accordingly. It may be necessary to purchase new Training materials upon recommencement of deferred Training. These are not included in amounts previously paid and will be invoiced separately.

23.6. When your Deferral is accepted, access to your EMS student portal will be suspended until the new start date commenced.

23.7. Completed Training cannot be deferred.

24. Extension

24.1. If you wish to extend access to your EMS Portal and Training in line with Clause 4 of these terms beyond the duration shown within Clause 19, you must contact the Student Support by writing on support@kbmtr.co.uk.

24.2. Your existing and original Training content will be made available to you for the agreed extended period.

24.3. We cannot guarantee that the original Training content will be valid for exams (where applicable).

24.4. An extension is not transferrable and should not be accessed by a third party.

24.5. An extension will not be granted if the Training is no longer available or offered by KBM.

25. Other important terms

25.1. All of our Training Programmes are available on our EMS platform only and content may vary from one programme to the other.

25.2. Some of our Training Programmes you are registering for may result in an award or a qualification from a Third Party Awarding Organisation and additional fees may be involved, which may include membership, exam and exemption fees.

25.3. Selected KBM own Training Programmes are endorsed by the Institute of Financial Accountants (IFA):

a. Bookkeeper and Payroll Administrator Level 2 Practical Training

b. Accountants Assistant Level 3 Practical Training

25.4. At the end of a Level 2 or Level 3 Training Programme, you can claim an endorsed certificate by paying an additional accreditation fee. Please contact our Student Support if you wish to do so for further information.

25.5. Unless specified, all other Training programmes does not entitle you to receive any accreditation, award or qualification.

25.6. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happened and we will ensure that the transfer does not affect your rights under this contract.

25.7. Courses are not transferrable between students.

25.8. Students must not share any online content with nor make their online passwords available to any third parties including other students. We reserve the right to terminate access to your online account in these circumstances or where we detect any suspicious or unusual activity related to your account. In this case, you will not be entitled to a refund even if it is during your Cancellation Period.

25.9. Unless you are sponsored by a Third Party, the contract is between you and us. No other person shall have any right to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

25.10. 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.

25.11. 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 provide the Training, we can still require you to make the payment at a later date.

25.12. By agreeing to these terms and conditions, you are agreeing that these terms are governed by English law and you can bring legal proceedings in respect of the Training in the English courts. This is the case even if you live outside of the United Kingdom.

25.13. You are also agreeing that any form you submit to us may be processed by e-signature, which means an electronic signature and shall be considered as valid as an original signature for all purposes under applicable laws.

25.14. When ordering study materials for delivery (other than in the UK), you may be subject to import duties and taxes, which are levied once the goods reach the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when you

order study materials from KBM, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the study materials.

25.15. KBM is not responsible or liable for third party software or materials included or linked with the Content of the Training.

25.16. KBM reserves the right to withdraw at any time Training programmes advertised for sale on the website, prospectus or third-party websites.

26. Definition of KBM

26.1. Depending on the Service provided throughout the Contract, “KBM” means:

a. KBM Training & Recruitment Limited, a limited company registered in England and Wales. Our Company registered number is 07541130 and our registered office is at 1 Concord Business Centre, Concord Road, London, W3 0TJ. Our registered VAT number is 133880804. KBM Training & Recruitment operates from different sites across the UK. The current lists of our offices are available on <https://www.kbmtr.co.uk/contact.php>.

b. KBM LSABS Ltd, a limited company registered in England and Wales. Our Company registered number is 07132632 and our registered office is at 1 Concord Business Centre, Concord Road, London, W3 0TJ. Our registered VAT number is 304212953.

27. **Appendix 1 – Model Cancellation Form**

To KBM Training & Recruitment Limited, 1 Concord Business Centre, Concord Road, London, W3 0TJ,
info@kbmgroupp.co.uk.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods
[*]/for the supply of the following service [*],

Ordered on [*/Started on [*],

Name of consumer(s),

Address of consumers(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.