

## Terms and conditions

### 1. Introduction

- 1.1 Please read these terms and conditions ('this document'/'this contract'/' this agreement') carefully and make sure you understand them. They set out the obligations (the 'terms') between you and Data Privacy Simplified Ltd t/a DPS & BJM IG Training ('DPS&BJM', '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.
- 1.2 You should retain a copy of these terms for future reference.
- 1.3 When you complete our registration form and select the appropriate statement in relation to acceptance of our terms and conditions, you are agreeing to these terms and conditions. A link to these terms and conditions will be provided within the registration form and we urge you to read them before accepting them.

### 2. What these terms cover

- 2.1 These terms cover the provision of the training courses that we provide to you through our training centre DPS & BJM IG Training, and which are available directly through us. This document is a contractual agreement between you ('the client') and us (Data Privacy Simplified Ltd t/a DPS &BJM IG Training).

### 3. Who we are

- 3.1 Data Privacy Simplified Ltd is a data privacy consulting and training business. Our details are as follows: Registered Office: 31 Rooksmead, Bedford, MK41 7QX. Incorporated within England & Wales. Registered No.13469302.
- 3.2 We are a BCS accredited training provider, trading as DPS&BJM IG Training.

### 4. How to contact us

- 4.1 You may contact us by emailing [enquiries@dataprivacysimplified.co.uk](mailto:enquiries@dataprivacysimplified.co.uk). If you have been in contact with anyone else at our office, you may use their contact details instead.

### 5. How we may contact you

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

- 5.2 When we use the words 'writing' or 'written' in these terms, this includes emails.
- 5.3 For more information about how we process your information and your rights in relation to your information, please read our [privacy statement](#). You can request a copy of it from us.

## 6. Bookings and Confirmations

- 6.1 Any description, advertisement, documentation issued by us, and any description contained on our websites, social media and promotional material relating to the course/event are issued and published for the sole purpose of giving you a general idea of the event, its content and objectives.
- 6.2 All payments under these terms shall be in UK pounds sterling.
- 6.3 Prices for courses are subject to changes and are as quoted by us when you make your enquiry.
- 6.4 For commercial organisations and individuals, your booking will only be confirmed once we have received full payment and completion of a registration/booking form.
- 6.5 For organisations paying by invoice, bookings will only be confirmed once we have received a purchase order (PO) or full payment, along with a completed registration/booking form. This option is available by prior agreement only.
- 6.6 We reserve the right to refuse admittance to anyone who has not made full payment for the course unless a prior agreement was made for last-minute bookings. Any such agreements must be in writing.
- 6.7 If you are an organisation, you cannot be viewed as a consumer.
- 6.8 If you are completing this course for your professional development in an area you already work in, you are unlikely to be seen as a consumer.
- 6.9 Where you are not a consumer, you acknowledge and agree that you have authority to bind any business on whose behalf you have purchased a place or places on a course.
- 6.10 Where you are not a consumer, 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.
- 6.11 Where you are not a consumer you acknowledge and agree that in entering into 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.

- 6.12 Where you are not a consumer, you and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in this contract.
- 6.13 Where you are a consumer, your rights in relation to the Consumer Act 2015 remain unaffected by any content within this contract.

## 7. Prices and Payment

- 7.1 You must purchase the course (s) by paying the appropriate fees as set out in our written communication and/or invoice unless otherwise agreed in writing and pay via our website. *Google Pay* and *Stripe* payment options are available. For more information in relation to how they process your data, please have a look at their privacy policies. ([How Google Pay helps keep your data private - Android - Google Pay Help](#); Stripe [Privacy Policy](#))
- 7.2 Where we have agreed to issue an invoice, you are required to ensure that any invoice is paid within 30 days of the date on the invoice but in any case, before the start date of the course that you have booked.
- 7.3 Non-payment  
Where you do not pay the appropriate fees, this will constitute a breach of this contract and, we may refuse you and your delegates entry to the course.
- 7.4 We may take legal action in order to recover any outstanding fees.
- 7.5 We may refuse or cancel future bookings where payments for a course under these terms remain outstanding.
- 7.6 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 service, 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.

## 8. Changes to course events

- 8.1 We reserve the right to substitute trainers, tutors or consultants at our discretion.

- 8.2 The online live tutor sessions shall take place on the dates as set out in your booking confirmation unless otherwise changed in exceptional circumstances. We shall use our reasonable skill and care to deliver the course and comply with the information you have been provided about it. We will only make changes to the dates of online live events in exceptional and unforeseen circumstances.
- 8.3 The online live tutor sessions are mandatory and are recorded for training, quality and monitoring purposes and only shared with students and within the training organisation. Should you be unable to attend any of these, you will not be able to complete your course in the given timeframe; you will however be given the opportunity to attend these along with other cohorts at a future event at no extra charge.

## 9. Digital training

- 9.1 The learning platform (LMS) that we will use to deliver our training courses is Moodle, by Hubken Group. You can find out more information about their data processing activities [here](#). Their role is that of data processor on our behalf.
- 9.2 For BCS accredited courses, we will need to share your basic details such as name and email address to with BCS in order to generate your certificates. This information will be kept confidential. The BCS privacy notice can be found [here](#). Their role is that of data processor on our behalf.
- 9.3 In advance of digital training, both parties will make the best endeavours to ensure that the agreed platform is accessible and capable of delivering/receiving the service to an acceptable standard. We recommend using a PC or laptop and using Google Chrome to access the LMS, however, you will have enough time to try the system and decide what option works best for you.
- 9.4 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.
- 9.5 Any materials provided for or during our events are protected by Copyright (except where clearly stated otherwise). Reuse, Retention, or sharing of any training material/content provided by us is strictly prohibited outside the LMS environment.

## 10. Cancellation, transfer or postponement

- 10.1 You can cancel or transfer your booking in the following circumstances only:
- (a) where you are a consumer, you have the right to cancel within 14 days of receiving the booking confirmation (the 'cancellation period'). Where you have given consent to the event taking place within the cancellation period, you will lose your right to cancel your booking on the event.

(b) you may be able to transfer to another event in emergencies, such as bereavement or illness that prevents you from completing the course. This will be reviewed on a case-by-case basis, and we reserve the right to reject a transfer. In any case, we aim to be fair and transparent with you. Where we have had less than 30 days' notice and/or the course has already begun, there may be a fee proportionate to any losses to our business to transfer to another course.

- where we agree to the transfer:

- your original acceptance of these terms and conditions will also transfer.
- if the appropriate fees for the replacement event are more than the event you originally booked, you will be liable to pay the difference.

(c) where delegates are unable to attend, substitute delegates can be accepted at no cost, but we must receive at least 7 days' notice. You should notify us as soon as possible by contacting us using the details provided in this contract.

10.2 You may only cancel your booking in writing using the email address provided in this contract. When contacting us, please provide the name of the delegate(s), details of the order and their email address.

10.3 We do not issue refunds for cancellations for non-consumers.

## **11. Respectful Conduct and Grounds for Removal**

11.1 All delegates and trainers are expected to maintain a respectful environment at all times. Delegates can expect to be treated with dignity and respect by trainers, and in return must behave courteously and professionally.

11.2 Any behavior deemed rude or disruptive may result in immediate removal from the cohort without a refund. We also reserve the right to remove delegates whose actions negatively affect the training experience of others.

## **12. Your rights if we cancel an event**

12.1 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.

12.2 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.

12.3 In the event that we cancel or postpone an event, we will offer you a place at the next available event. Alternatively, you may ask for a full refund.

## **13. How we will refund you**

13.1 Where we cancel a course, you shall be entitled to a refund of the fees for that course.

- 13.2 Where we have to cancel a course or you cancel a course as a consumer, within the applicable timeframe according to the Consumer Act 2015, we will refund your fees for the event but not any other expenses (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.

## 12. If there is a problem or you have a complaint

- 12.1 If you have any questions or complaints about the booking process or an event, please contact us on [enquiries@dataprivacysimplified.co.uk](mailto:enquiries@dataprivacysimplified.co.uk).

## 13. Summary of your legal rights

- 13.1 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.
- 13.2 Nothing in these terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence
  - (b) fraud or fraudulent misrepresentation

## 14. Other important terms

- 14.1 If you have any queries about the event please contact us using the details provided in this contract.
- 14.2 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 other next working day delivery service or email.
- 14.3 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 9 am on the second business day after posting or if sent by email, one business day after transmission.
- 14.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that the email was sent to the specified email address of the addressee.
- 14.5 Nobody else has any rights under this contract. This contract is between you and us (Data Privacy Simplified Ltd t/a DPS & BJM IG Training). No other person (including delegates whom you have booked places for) shall have any rights to enforce any of

its terms.

- 14.6 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.
- 14.7 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 at a later date.
- 14.8 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, or Scotland, as appropriate.
- (b) We both irrevocably agree that the courts of England and Wales, or Scotland, as appropriate, shall have exclusive jurisdiction 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).