## GFI TERMS AND CONDITIONS IN RESPECT OF GREEN MORTGAGE TRAINING

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# INTRODUCTION AND APPLICATION

## These Terms and Conditions and Conditions apply to the provision of Training by GFI Solutions Ltd a company incorporated in England and Wales with registered number 13561294 and whose registered office is at International House, 24 Holborn Viaduct, London EC1A 2BN ("GFI", "we" and "our").

## Please read these Terms and Conditions carefully before you book the Training. These Terms and Conditions tell you who we are, how we will fulfil your booking, how you and we may change or cancel your booking, what to do if there is a problem with your booking and other important information.

## By completing a booking, you confirm that you are making a booking with us for the Training in connection with your trade, business or profession and that you are not making a booking as an individual wholly or mainly as a consumer for your personal benefit.

# INTERPRETATION

## In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

"**Business Day**" means any day other than a Saturday, Sunday or bank or public holiday in England.

"**Competition Statement**" means any statement in respect of the exchange of competitively sensitive information during any Training session between participants.

"**Delegate**" means any individual (which may include you) for whom you have made a booking to attend the Training.

"**Fees**" means the price of the Training specified on our Website at the time you make your booking.

"**Intellectual Property Rights**" means trademarks, service marks, trade and business names, domain names, design rights, copyright, moral rights, know-how, rights in databases, rights in inventions, patents, logos, rights to sue for passing off, trade secrets, rights in confidential information and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

**"Premises"** has the meaning given in clause 5.1.

"**Terms and Conditions**" means the terms and conditions set out in this document.

"**Training**" means the provision of a training course by GFI (and/or any of its authorised personnel, agents or subcontractors) to you and/or your Delegates as more particularly described in the booking confirmation provided in accordance with clause 3.

"**Training Materials**" means any materials or documents provided by us in connection with the Training (whether provided before, during or after the Training).

"**Website**" means our website (including the booking process) available at https://www.greenfinanceinstitute.com/products-solutions/certificate-in-green-mortgages/

"**you**" means the person making a booking with us for Training pursuant to these Terms and Conditions (and "**your**" shall be construed accordingly).

# BOOKING

## Our Website guides you through the booking process. It is your responsibility to ensure that you have reviewed all details submitted before completing your booking.

## By making a booking, you acknowledge and agree, as may be applicable, that you: (i) have the authority to bind any person on whose behalf you have booked a place or places for the Training; and (ii) shall comply and shall ensure that any Delegates comply with these Terms and Conditions and any Competition Statement that we may provide to you and/or your Delegates.

## Our acceptance of your booking will take place when you receive an email from us acknowledging payment of the Fees and confirmation of your booking, at which point a contract will come into existence between you and us incorporating these Terms and Conditions]. You will usually receive your confirmation email within 48 hours of booking to the email address provided when you made your booking. If you have not received your confirmation email within 48 hours of booking, please check your spam or junk email folder or filter before contacting us. It is your responsibility to ensure that your email is set up to allow you to receive our confirmation email. Upon receipt of your booking confirmation, please check the details carefully and contact us if you have any queries.

## All bookings are subject to availability and we have the right to reject a booking. If we do not accept your booking, we will inform you of this by email and if payment has been taken, we will refund the amount paid to the same payment method used to make the booking.

## All bookings are non-transferable and may not be sold or transferred by you without our consent. Please contact us if you would like to discuss any changes to your booking and we will let you know if the change is possible. Please see clause 6 below in relation to your rights to cancel or reschedule your booking.

# PROVISION OF THE TRAINING

## We will use reasonable endeavours to provide the Training in accordance with these Terms and Conditions.

## We reserve the right to change the Training as described at the time of your booking as we deem appropriate. If we make any changes that we consider to be significant, we will notify you of the change as soon as reasonably practicable, but you acknowledge that this may not be possible if changes are required to be made at short notice immediately prior to the Training. We will take steps to minimise the effect of any change.

## In circumstances where we deem a change made in accordance with clause 4.2 to be significant (in our reasonable opinion), we may give you the option to either: (a) cancel your booking before the Training in return for a full refund; or (b) attend an alternative Training session. We will not be obliged to compensate you for any other costs or expenses that you may have occurred in connection with the Training.

## The information and guidance provided as part of the Training is based on best available information at the time of communication and is for general information purposes only. The Training does not constitute financial, investment or any other type of professional advice to be relied on by any person. We do not accept, and to the extent permitted by law exclude, liability for any loss which may arise from relying on or otherwise using the information provided during the course of the Training.

# TRAINING ATTENDANCE

## *In-person Training*

## In-person Training 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 (the "Premises").

## When at the Premises, you shall comply with any applicable policies and procedures of which you are notified, including (without limitation) any health and safety policy issued by us.

## You acknowledge and agree that you are responsible for all damage to the Premises and/or damage to other people's property on the Premises caused by you or your Delegate(s).

## *Online Training*

## Joining instructions in respect of online Training are generally provided to Delegates at least 1 week before the Training date. These include information on how to access the Training and a link to access the training session. If you have not received your joining instructions within 1 week before the Training date, please check your spam or junk email folder or filter before contacting us.

## *General*

## It is your responsibility to ensure that you have everything that you require to attend the Training and we will have no liability if you are unable to attend the Training because you do not have a compatible device or if you experience hardware or software issues (e.g. as a result of IT security policies) or if you visit the incorrect Premises. We reserve the right to refuse admission to any attendee who is not ready to commence the Training at its stated time.

## Where booking a place or places on the Training for other persons, it is your responsibility to ensure that your Delegate(s) has received all relevant communications and instructions in respect of their attendance at the Training.

## We will not accept any bullying, intimidation, harassment or victimisation of any kind in our Training sessions. We reserve the right to remove any attendee from the Training who, in our reasonable opinion: (a) uses disruptive, threatening, insulting or abusive behaviour, imagery or words; (b) is under the influence or alcohol or drugs; (c) is acting in a way that is likely to cause damage, nuisance, offence or injury; (d) is likely to affect the enjoyment of other participants attending the Training; or (e) fails comply with these Terms and Conditions or any of the policies and procedures referred to in clause 5.2. In the event that you or any of your Delegates are removed from the Training in the circumstances envisaged by this clause 5.7, we will not be required to issue any refund in respect of the booking.

## You will not film, photograph or otherwise record the Training. However, [where we have obtained your consent to do so], we may sometimes film, photograph or otherwise record the Training and make these images/recordings available to.

# CANCELLATIONS AND RESCHEDULING

## *Our cancellation rights*

## We reserve the right to cancel the Training without liability: (a) for any reason outside our reasonable control; (b) if there are insufficient numbers to ensure a high-quality experience; or (c) in the event that any individuals running the Training are ill.In such circumstances, you will be entitled to either: (i) cancel your booking and receive a full refund; or (ii) attend an alternative Training session. We will not be obliged to compensate you for any other costs or expenses that you may have occurred in connection with the Training.

## *Your cancellation rights*

## Subject to clause 6.3, you may cancel or reschedule your booking at any time prior to the Training's scheduled start time by giving notice to us via email to training@gfi.green.

## If you elect to cancel your booking:

### more than five (5) Business Days in advance of the Training, we will provide you with a full refund of the Fees less a £50 administrative fee;

### within five (5) Business Days of the Training, we reserve the right, acting within our sole discretion, to only refund 50% of the Fees; or, alternatively, you will have the option to reschedule your booking for the next available Training session subject to your payment of a £50 administration fee; or

### less than 24 hours before the Training commences, we will not by obliged to provide a refund of any of the Fees.

## Any refund of the Fees payable to you in accordance with this clause 6 will be paid to the payment method used when the booking was made within 21 days of your notice of cancellation.

# PRICE AND PAYMENT

##  [The Fees will be taken upon acceptance of your booking in accordance with clause 3.3.]

## [All prices quoted are inclusive of VAT unless expressly stated otherwise].

# INTELLECTUAL PROPERTY RIGHTS

## You acknowledge and agree that all Intellectual Property Rights in or arising out of, or in connection with the Training and any Training Materials shall be and remain vested in GFI (or its licensees, as applicable). For the avoidance of doubt, we are free to use in our business any skills, experience, ideas, concepts, know-how, materials or techniques that we acquire in connection with the Training.

## Without prejudice to clause 8.1, we grant you a non-exclusive, non-transferable, non-sublicensable and royalty-free licence to use the Training Materials to the extent necessary to enable you to make reasonable use of, and take part in, the Training. You shall not use the Training Materials for any other purposes (including repurposing the materials or commercialising the materials) or disclose them to any third parties (other than Delegates) without our prior written consent.

# LIABILITY

## Nothing in these terms shall limit or exclude our liability for:

### death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

### fraud or fraudulent misrepresentation; or

### any matter in respect of which it would be unlawful for us to exclude or restrict liability.

## Subject to clause 9.1:

### we shall not be liable to you or any Delegates, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, for any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill or any indirect, special or consequential damages, loss, costs, claims or expenses of any kind; and

### our total liability to you and any Delegates for any losses arising under or in connection with your booking or the Training, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall be limited to the total Fees paid by you in respect of the Training.

## You acknowledge and agree that any losses suffered by a Delegate shall be treated as losses suffered by you.

# CONFIDENTIALITY

## You shall (and shall procure that your Delegates shall) not disclose any information which may reasonably be considered confidential which may be disclosed to you (or your Delegates) in connection with the Training, including (without limitation) contributions from other participants or attendees or any technical or commercial information or matter in the nature of a trade secret, unless required to do so by applicable law. Information which you can demonstrate is already in the public domain, was in your (or your Delegates') possession before the disclosure, is lawfully disclosed to you (or your Delegates) by a third party without restriction on disclosure or is independently developed by you (or your Delegates) shall be excluded from this restriction.

# PERSONAL DATA

## We are committed to protecting and respecting your and your Delegates' privacy. When you make a booking, we will collect certain personal data from you such as your and any Delegate's name, email address and payment details in order to fulfil your booking and deliver the Training. For more information about how we will process personal data, please see our privacy policy which can be found [here](https://www.greenfinanceinstitute.com/privacy-policy/#:~:text=The%20Personal%20Information%20you%20provide,accidental%20loss%2C%20destruction%20and%20damage.).

## Where you are providing information on behalf of a Delegate, you confirm that you have their consent to do so and it is your obligation to inform them of our privacy policy and the information in it with regard to the ways in which we may process their personal data.

# GENERAL

## These Terms and Conditions constitute the entire agreement between us in relation to the Training. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and Conditions and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement. All warranties, representations, conditions and other terms expressed or implied by law are excluded to the fullest extent applicable by law.

## We may assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of our rights or obligations under these Terms and Conditions. You shall not assign or otherwise transfer your rights or obligations under these Terms and Conditions to another person unless we give our prior written consent.

## Any contract formed under these Terms and Conditions is between you and us. These Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of any contract formed between us.

## If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 11.4 shall not affect the validity and enforceability of the rest of these Terms and Conditions.

## A failure or delay by you or us to exercise any right or remedy provided under these Terms and Conditions or by applicable law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms and Conditions or by applicable law shall prevent or restrict the further exercise of that or any other right or remedy.

## Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, constitute either of us the agent of the other, or authorise either of us to make or enter into any commitments for or on behalf of the other.

## Any dispute or claim arising out of or in connection with these Terms and Conditions or any contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

# INFORMATION ABOUT US AND HOW TO CONTACT US

## You can contact us in relation to these Terms and Conditions or otherwise raise any questions or complaints about our Training by writing to us at the address set out in clause 1.1 or by email to training@gfi.green.

## If we need to contact you, we will do so by telephone or by email to the address you provided when making your booking or as otherwise notified to us when contacting us in accordance with clause 12.1.