

These terms and conditions together with the booking form comprise the agreement pursuant to which First Intuition provides classroom, online and home study courses and associated study materials to the customer.

## **1 Payment terms**

- 1.1 Booking forms must be accompanied by payment in full or the employer's authorisation to be invoiced directly.
- 1.2 Where the employer has agreed to pay, full payment is due within 30 days of the date of invoice, or within the due date specified on the invoice if different payment terms are agreed.
- 1.3 First Intuition reserves the right to refuse admission to a course if full payment is not received prior to the course start date.
- 1.4 First Intuition reserves the right to charge late payment interest at a rate of 4% above the Bank of England base rate on any outstanding invoices.
- 1.5 First Intuition reserves the right to charge £50 for all dishonoured payments.
- 1.6 If an instalment plan has been agreed, the customer must provide post-dated cheques or agree to their credit card being charged with any outstanding balances on the agreed dates.

## **2 Booking and registration**

- 2.1 It is the responsibility of the person making the booking to ensure that the selected courses are appropriate for their needs.
- 2.2 Any change in the customers' contact details must be notified in writing.
- 2.3 First Intuition does not accept responsibility for registering customers with professional bodies or entry for the relevant written exams.
- 2.4 Courses and study materials are not transferrable between customers.

## **3 Classroom courses**

- 3.1 First Intuition reserves the right to cancel, reschedule or change the location of a course without penalty if considered necessary. First Intuition undertakes to inform customers as soon as the change is made and customers may book an alternative course at no extra charge, or receive a full refund or credit against future courses.
- 3.2 Study materials will be provided on the first day of the classroom course.
- 3.3 If a customer wishes to cancel a course, provided more than 14 days notice prior to the course start date is given, the course fee will be refunded less a £100 cancellation fee. Any study materials already provided must be returned in unused re-saleable condition, otherwise these will be charged at full retail price.
- 3.4 If a customer wishes to transfer to another equivalent course for the same subject and the same exam sitting, provided there is availability, no additional charge will be made.
- 3.5 If a customer wishes to defer their course to a later exam sitting, provided more than 14 days notice prior to the course start date is given and subject to availability, the amount paid will be held as a credit on the customer's account to be offset against the value of any future course booking. Any new study materials required will be charged at full retail price.
- 3.6 No refunds, transfers or deferrals can be made if less than 14 days notice is given.

## **4 Retake scheme**

- 4.1 First Intuition retake scheme applies to all customers who:
  - attend all sessions of a classroom tuition and revision course for each relevant paper;
  - attempt no more than 3 papers in any one sitting;
  - submit the course exam by the due date and sit the mock exam under timed conditions;
  - make a reasonable attempt in the course exam and mock exam.
- 4.2 In the event that a customer fails the real exam having satisfied the conditions in 4.1 they may attend equivalent courses for the relevant paper at no additional charge, subject to availability at time of booking. Any new or additional study materials will be charged at retail price.
- 4.3 The retake scheme is not transferrable between customers.
- 4.4 No cash alternative or refund will be given in the event that a customer is unable to attend an equivalent course for any reason.

## **5 Online courses**

- 5.1 Online resources and study support will be provided for a period of 6 months from date of invoice or up to the next written examination date if shorter. Online access may be extended for a further 6 months or to the next exam sitting subject to a re-registration fee of £50.

## **5 Online courses (continued)**

- 5.2 Online study materials may be collected in person or delivered to the customer's preferred address. First Intuition must be notified of any queries, complaints, damage or short deliveries within 14 days of receipt of study materials, if a refund or replacement is required.
- 5.3 If a customer wishes to cancel an online course, the full fee will be refunded provided all study materials are returned in re-saleable condition within 14 days of receipt and the customer's online account will be terminated. No refunds can be given for cancellations made more than 3 months after invoice date.
- 5.4 Online customers can upgrade to any relevant classroom course, subject to availability, within 6 months of booking. Customers will be invoiced for the course fee less the amount paid in respect of the Online Course, plus any new materials that may be required.

## **6 Home study courses**

- 6.1 Home study support will be provided for a period of 6 months from date of invoice or up to the next written examination date if shorter. Study support may be extended for a further 6 months or to the next exam sitting subject to a re-registration fee of £50.
- 6.2 Home study materials may be collected in person or delivered to the customer's preferred address. First Intuition must be notified of any queries, complaints, damage or short deliveries within 14 days of receipt of study materials, if a refund or replacement is required.
- 6.3 If a customer wishes to cancel a home study course, the full fee will be refunded provided all study materials are returned in re-saleable condition within 14 days of receipt. No refunds can be given for cancellations made more than 3 months after invoice date.
- 6.4 Home study customers can upgrade to any relevant online or classroom course, subject to availability, within 6 months of booking. Customers will be invoiced for the course fee less the amount paid in respect of the Home Study Course, plus any new materials that may be required.

## **7 Computer Based and Other Examination fees**

- 7.1 Under no circumstances is the customer entitled to a refund of examination or associated administration fees. If a customer wishes to defer their computer based examination then at least 7 days notice must be given.
- 7.2 First Intuition may charge an administration fee in addition to the published examination entry fee.

## **8 Intellectual property**

- 8.1 All intellectual property rights in all materials and online resources supplied by First Intuition is expressly reserved. Any unauthorised duplication, publication or distribution is strictly prohibited.
- 8.2 The customer agrees to fully indemnify First Intuition in respect of any infringement of intellectual property right as contained in 8.1.

## **9 Liability**

- 9.1 The liability of First Intuition for direct losses arising out of its negligence (other than in respect of liability for death or personal injury), breach of contract or any other cause of action arising out of or in connection with this agreement is limited to the value of monies received from the customer (or their employer) for the course.
- 9.2 First Intuition shall not be liable for any consequential or indirect loss, howsoever arising.

## **10 Security**

First Intuition accepts no responsibility for anything that is lost or stolen from its premises. Personal possessions are the sole responsibility of the customer and customers are advised to keep valuable belongings with them at all times.

## **11 Validity**

If any provision of this agreement is held to be invalid or unenforceable the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent.

## **12 Jurisdiction**

This agreement shall be governed and construed in accordance with the law of Guernsey and the parties submit to the exclusive jurisdiction of the Guernsey courts for the determination of disputes arising under this agreement.