

Terms and Conditions

These Terms and Conditions shall apply to all contracts for the provision of courses including (where relevant), but not limited to, Classroom, Mentored, Bespoke Training, Self Directed Learning and the use of Escape Studios' proprietary e-learning platform, by Escape Studios to the exclusion of all other terms and conditions. Any changes or additions to these Terms and Conditions must be made in writing.

These Terms and Conditions are deemed to have been accepted once a deposit has been received from a Client by the Company.

1. Definitions

For the purposes of this document the following definitions will apply:

1.1 "Client" means a person, company or organisation that engages the Company to provide a Course

1.2 "Company" or "Escape Studios" means Pearson College Limited

1.3 "Contract" means any contract between a Client and the Company for provision of Courses. The Contract is comprised of a registration form, these Terms and Conditions and the Company's Code of Conduct.

1.4 "Course" means any course provided by or on behalf of the Company

1.5 "Course Pack" means any and all literature or information recorded in any form which is provided for Delegates, the cost of which is included in the fee and which is therefore the property of the Delegate. It may, however, contain copyright material which may only be used as described in clause 5 of these Terms and Conditions.

1.6 "Delegate" or "Student" means a person who participates in a Course

2. Formation of Contract

2.1 An application will be deemed unconfirmed until the Company has received either a completed registration form which has been signed by the prospective Client or other written confirmation. Clients must also comply with the terms and conditions of payment set out in the registration form and should note that they become liable for the full Course fee at the time their application is accepted by the Company. No Contract is formed until the Company confirms its acceptance of the Client's application.

2.2 The Company's acceptance of applications for Courses will be confirmed in writing by the Company to the Client on receipt of a completed registration form or other written confirmation. If the Course is fully subscribed the Company will so advise the Client at the earliest opportunity.

2.3 Where a Course has been designed to a Client's particular specification the Company will provide the Client with a written quotation of costs. Arrangements for the Course will not proceed until the Company has received from the Client written acceptance of the Company's quotation and its Terms and Conditions of business.

3. Content and Objective

3.1 Where a Course has been designed to meet a Client's particular requirements its content and objectives will be described in the Company's proposal.

3.2 The content and objectives of all other Courses are as set out in the relevant Course Pack.

3.3 It is the Client's responsibility to ensure that the content and objectives of the Course are appropriate to their requirements.

3.4 The Company will provide lecturers/presenters who are suitably qualified and experienced in the subject matter of the Course. The Company will also ensure that the Course is presented in a competent and professional manner and that its content is appropriate to the objectives specified.

4. Materials and Equipment

4.1 Unless otherwise agreed with the Company all facilities, amenities and equipment are provided by the Company for the use of Delegates for the duration of the Course only.

4.2 The Company will not be liable for any goods, materials, software or equipment brought onto any Company premises by a Delegate. Clients and Delegates must cover their own risk through appropriate insurance cover.

5. Copyright

5.1 The copyright and all other intellectual property rights subsisting in all Course Packs, Course materials and documents are owned by the Company and the Company shall retain the copyright and all other intellectual property rights subsisting in all Course Packs, Course materials and documents supplied or used by the Company as part of a Course.

5.2 The Client and Delegate acknowledge that the Delegate's permission to use the Course Packs, Course materials and documents is limited to the rights expressly conferred by these Terms and Conditions.

5.3 Such Course Packs, Course materials, and documents shall not be copied, or made available to, shared, sold, assigned or otherwise transferred, either in whole or in part, to any third party without the express written consent of the Company. They are supplied only for the personal non-commercial use of the Delegate.

5.4 The Client and the Delegate acknowledge that any disclosure of the Course Packs, Course materials and documents or breach of any intellectual property rights will cause irreparable harm to the Company for which its remedies at law might be inadequate. If the Client or Delegate fails to abide by this clause 5 then the Company shall be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing these Terms and Conditions and to judgment for damages or other remedies provided by the applicable law.

6. Liability of the Company

6.1 The Company will endeavour to present the Course with reasonable care and skill and to meet the requirements of the Client. The maximum liability of the Company under these Terms and Conditions shall be limited to the fee paid for the Course. Under no circumstances shall the Company be liable for any economic or consequential loss including loss of business, turnover, contract, profit, opportunity or anticipated savings.

6.2 The Company does not exclude or limit its liability for death or personal injury caused by its negligence or that of its employees, officers or contractors.

6.3 All warranties or indemnities or conditions imposed by law are excluded to the fullest extent permitted by the law.

6.4 The Company shall not be liable or deemed to be in breach of any Contract by reason of any delay in performing, or failure to perform, any of the Company's obligations under these Terms and Conditions if the delay or failure was due to any cause beyond the Company's reasonable control.

6.5 The Company reserves the right to change the content, timing, venue and presenters of any Course.

7. Cancellation

7.1 The Company reserves the right to cancel any Course without liability to any person save as set out in the next sentence. In the event of such a cancellation the Company will endeavour to give the Client reasonable notice and every effort will be made to reschedule. Where this is not possible the Company will (save where the cancellation is due to the default of the Client) refund in full any payment which it has received from the Client.

7.2 Where a Client has agreed to purchase a Course but cannot fill all of the places, no refund will be allowed unless the fee has been renegotiated and agreed in writing by the Company.

7.3 In the case where the Client has paid in advance and where less than 30 days notice of cancellation is given by the Client there will be no entitlement to a refund. However where unforeseen events prevent a Delegate from attending a Course the Delegate will be given the opportunity to transfer (if possible) providing that all reasonable attempts have been made to attend the Course. A Delegate may only transfer Courses once.

7.4 In circumstances where a Delegate leaves a Course part way through, or is unable to complete the Course for any reason, or is expelled from the Course by the Company prior to their completing the Course, no refund will be offered by the Company for any section of the Course not completed and the Delegate will not be entitled to any certification for the Course.

8. Delegates

8.1 A Client may substitute one Delegate for another at any time without incurring any financial penalty. However Clients are requested to inform the Company when such a change is made.

9. Company Regulations & Health and Safety

9.1 Clients and Delegates must comply with the Company's rules and regulations and in particular those relating to health and safety. Information concerning the Company's rules and regulations is available on request.

9.2 All Delegates must comply with the Company's current Code of Conduct from time to time. Any breach of this Code may lead to the Delegate being expelled from the Course without warning or reference to the Client. The current Code of Conduct is attached to these Terms and Conditions. Any updated version of the Code of Conduct will be made available on the Pearson College website.

10. Clients and Delegates

10.1 Where a Contract is made between the Company and a Client for the provision of a Course to a Delegate or Delegates it is the responsibility of the Client to ensure that each Delegate is notified of these Terms and Conditions and the requirements and limitations contained in them.

11. General

11.1 No failure or delay by either party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right and no waiver by either party of a breach of these Terms and Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.2 The law of England and Wales shall apply to these Terms and Conditions and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales for the determination of all disputes and other matters.

12. Grievance Procedure

12.1 If you have any grievance you should raise the matter with a Company Director in writing stating the nature of your grievance and the grounds on which it is based. Having enquired into your grievance a Company Director will arrange a meeting with you to discuss your grievance and will then notify you, following that meeting, of a decision in writing.

13. Assignment

13.1 The Company is free to assign the benefit and transfer the burden of any Contract to a third party without consent of the Client.

Code of Conduct

Escape Studios operates a strict code of conduct that ensures a friendly, safe and effective environment. Students must adhere to this code at all times. Any breach of the following rules may result in expulsion from the course.

1. All Delegates must refrain from downloading, distributing or copying illicit or illegal materials.
2. Any attempt (whether successful or not) to gain unauthorised access to, or to tamper with, any computer system or software or installation will be regarded as gross misconduct. This includes the malicious deletion or alteration of documents created by you or others. You may also be liable to prosecution under the Computer Misuse Act 1990, even where no damage results from your action.
3. CD ROMs, attachments to incoming external e-mail and Word and Excel documents downloaded from the Internet must not be viewed, screensavers and wallpaper must not be downloaded from the Internet except after consulting with the Company's Technology Manager.
4. You may not install onto the Company's computers or systems any software including games without express written authority from the Company's Technology Manager.
5. You may not use screensavers which include any obscene, pornographic or otherwise offensive (within the meaning of our harassment policy) material.
6. You must not use the Company's Internet facilities to visit, bookmark or download material from obscene, pornographic or otherwise offensive (within the meaning of our harassment policy) websites on the Internet.
7. Harassment on the grounds of sex, sexual orientation, race, religion, belief or disability is a form of unlawful direct discrimination. Harassment is conduct which is unwanted or offensive to the recipient. It creates an intimidating, hostile or humiliating working environment for the recipient which can have a damaging effect on both the victim and the whole classroom environment. The Company will not tolerate any form of harassment whether the harassment is based on race, sex or disability or whether it takes the form of general bullying of staff or fellow delegates. The Company will not tolerate any conduct of this nature, whether directed towards fellow employees or delegate, contract workers or suppliers. Harassment can amount to a criminal offence.
8. Harassment can occur in a variety of ways, including physical contact, verbal comments, physical gestures, looks, or the placing of items of a certain nature within view of employees.
9. If you are harassed if possible, address the problem with the person whom you believe has harassed or is harassing you. Tell him or her, in writing or verbally, that his or her conduct is unacceptable.
10. If you feel unable to do this, or if the action suggested above has no or insufficient effect, you should contact the Company's Training Operations Manager.
11. Any contact made with the Company's Training Operations Manager will be treated in confidence unless and until you consent to the matter being disclosed and if appropriate being dealt with formally by the Company. If it is appropriate for the alleged harasser to be subjected to disciplinary proceedings you will be asked before these are commenced whether or not you wish the matter to be put to him or her. However, it should be noted that disciplinary action cannot be taken without your full cooperation.
12. Fellow delegates and staff members have the right to work without fear or prejudice. Any verbally or physically threatening behaviour will not be tolerated. This includes conduct which is unwanted or offensive to the recipient.
13. Theft of Company goods or fellow delegates' personal belongings will not be tolerated and will amount to a criminal offence.
14. Damage to Escape Studios goods or property, wilful or otherwise, will not be tolerated. Delegates will be financially liable for goods or property belonging to Escape Studios damaged whilst under their care.
15. Punctuality and attendance will be monitored.
16. No answering or use of mobile phones during class time.
17. With the exception of water no eating or drinking in the studios or reception area.