

SIGMA STUDIES LTD – BOOKING TERMS AND CONDITIONS



Definitions

'Sigma' means Sigma Studies Ltd, Sigma House, A13 Eastbound, Orsett, Grays, RM163AY Reg No. 04188260.

'course' means the training course or service provided by Sigma or a third party to Sigma.

'you', 'your', 'customer' means the individual attending the course.

'us' means Sigma Studies Ltd.

'service' means the training course or service provided by Sigma or a third party to Sigma.

'candidate' means the person undertaking a course.

Words in the singular will include the plural and vice versa. The captions and headings herein are for convenience only and do not in any way limit, construe or interpret the Terms and Conditions of booking.

Course Bookings

Course bookings are provisional for a period of 24 hours and are subject to confirmation and receipt of deposit.

Booking Confirmation

Confirmation of booking will only be accepted on receipt of the correct booking form and the correct course fee.

Deposits

Course booking deposits are required at the time of booking. For account customers your account will be levied with the respective deposit.

Payment Terms

All payment is required in Sterling. The outstanding balance of payment is due prior to the course commencement date. Failure to settle any outstanding balance could render the candidates participation in the relevant course.

Course Start Date and Delivery

All courses commence on the start date provided. Sigma reserves the right to amend course dates, examination dates and the venue and will endeavor to contact you within a reasonable time of any such changes taking effect.

Cancellation and Cancellation Charges

Subject to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013,

Notification of cancellation must be delivered by email, by letter or in person.

Cancellations are subject to the following fees;

Notice provided with over 7 days prior to course start date	£35.00 administration charge applies. Manager CPC and DGSA courses £200.00 deposit non-refundable.
Notice provided with up to 7 days prior to course start date	50% of the course fee due, less examination fee if applicable.
Notice of 3 days or less prior to course start date	100% of course fee due, less examination fee if applicable.

External Examination Dates

Sigma will not be liable for cancellation or changes in examination dates whereby the exam is held by an external governing body. An alternative date will be provided to the candidate.

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Candidate Substitution

A candidate may be substituted with another candidate attending the same course any such substitution may be agreed up until the commencement of the course and with the prior written agreement of Sigma.

Force Majeure

Sigma shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes, labour disputes, embargoes, government orders or any other force majeure event.

Jurisdiction

These Terms and Conditions shall be governed and construed in all respects in accordance with English law and all parties submit to the exclusive jurisdiction of the English Courts.

Disclaimer of Warranty

To the maximum extent permitted by law, Sigma and its suppliers will not be liable for any indirect, special, incidental or consequential damages, including damages for loss of business, loss of profits or the like, whether based on breach of contract, tort (including negligence), service liability or otherwise, even if Sigma or its representatives have been advised of the possibility of such damages or if a remedy set forth herein is found to have failed its essential purpose.

Limitation of Liability

Sigma cannot warrant the performance or results obtained by use of its services. Sigma does not warrant or guarantee suitability of services provided by Sigma or any third parties.

Severability

The invalidity or unenforceability of any provisions of these Terms and Conditions shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

Notices

All notices given by you to us must be sent to Sigma Studies Ltd. We may give notice to you at either the email or postal address you provide to us when making a booking. Notice will be deemed received and properly served immediately when posted on the www.sigmastudies.co.uk website, 24 hours after an email is sent, or three days after the date of posting of any letter.

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 postal system and, in the case of an email, that such email was sent to the specified email address of the addressee.

Data protection

Sigma may retain your personal data, and you authorise Sigma to use your personal data, for the following purposes:

- provision of the Service to the customer
- Keeping of a record for reasonable period after termination of the Service
- Operation and enforcement of these Conditions
- Technical maintenance and course updates
- Providing you with information about other services Sigma offer subject to your right to opt out of receiving such information
- Legal compliance

It is your responsibility to notify Sigma immediately of any change to your personal details.

If you wish your personal details to be removed from our database you should contact Sigma and we will remove your details within 14 days of your request subject to the requirements of legislation, whereby, Sigma is required to retain such data.

Drivers Hours Uploads

If you have attended a course that has the option for the addition of drivers' hours entitlement, the drivers' will be uploaded within 5 days of course completion.

If you have attended an ADR course (Core and Packages) a certificate will be sent to your email for you to claim your drivers CPC entitlement direct from cpre@dvs.gov.uk

You should be aware that two consecutive courses may lead the DVSA to revoke at least 7 hours entitlement.

Candidate Exam Transfer and Substitution

A candidate may be substituted with another candidate (subject to Candidate Substitution) attending the same examination subject to the criteria of the examining body. Exam fees are nonrefundable in the event the candidate cannot be substituted.

Course Fees

All course fees are correct at the time of printing. Sigma reserves the right to amend the course fees at its sole discretion.

Accommodation and Travel

From time-to-time Sigma may provide information on accommodation and travel. Such information is provided

For convenience only and does not constitute a recommendation or approval on behalf of Sigma.

Refund Policy

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 applies.

Course Admission

Sigma reserves the right in its absolute discretion to refuse admission to a course for any candidate.

Indemnity

The customer agrees to indemnify and hold Sigma harmless for all liabilities, loss, claims and expenses that may arise from (a) any breach of these conditions; and (b) any transmission or receipt of any content or message which the customer has requested or made using the Service.

Amendment

No provision of this agreement shall be amended, modified, discharged, or terminated other than with the prior written agreement of Sigma. You will receive 30 days prior notice of any change in these Terms & Conditions.

Proprietary Rights

All title, interests, and rights (including intellectual property rights) in the Service remain with Sigma and/or its suppliers. You hereby acknowledge all such title, interest and rights and agree not to take any action to jeopardise, limit or interfere in any manner with Sigma's (or any third party supplier's) title, interests or rights with respect to the Service including, but not limited to, using its trademarks or trade name. Title and related rights in any content accessed through the Service are the property of the content owner and are protected by applicable laws. The right to use granted you under this Agreement gives you no ownership rights to such content. If you wish to use such content, You must ensure You have obtained the appropriate consent of the owner.

Complaints

A full copy of the Sigma complaints procedure is available upon request from:
Sigma Studies Ltd,
Sigma House,
A13 Eastbound,
Orsett, Grays,
RM163AY