



ICENI Collective Terms and Conditions

1. About these terms

1.1 What these terms cover: These are the terms and conditions on which we supply all services to applicants. By submitting a course application form you agree to these terms personally and on behalf of any applicant you enrol. By submitting an application, you confirm that you are either a) the applicant or b) the employer of the applicant.

1.2 Why you should read them: Please read these terms carefully before you submit your application to us. These terms tell you who we are, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 Who we are: We are ICENI Mastermind Group Ltd a company registered in England. Our company registration number is 16255908 and our registered office is at 209 Marsland Road, Sale, Greater Manchester, M33 3ND.

2.2 How to contact us: You can contact us by writing to Jon Crocker (jon@icenimastermind.org) at the email address set out in this paragraph or at 209 Marsland Road, Sale, Greater Manchester, M33 3ND.

2.3 How we may contact you: If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your application form.

3. Our contract with you

3.1 How we will accept your application: Our acceptance of your application will take place when we email you to accept it and you have paid an initial deposit of £2000 + VAT at which point a contract will come into existence between you and us.

3.2 If we cannot accept your application: If we are unable to accept your application, we will inform you of this and the reasons for the decision. Examples include because the course you have requested is full, or because we are unable to support the medical and/ or behavioural problems which you have detailed in the application form.

4. Our rights to make changes

Although we have made every effort to detail programmes, activities, itineraries and the course location on our website accurately, we cannot guarantee that there will be no changes to the services. We reserve the right to make changes to services (including programmes, activities, itineraries, the location and our personnel) as we think fit and without notice.



5. Your rights to make changes

If you wish to make a change to your application, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the course or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 9 Your rights to end the contract).

6. Travel and Transport

6.1 Passport: A valid passport is essential for travel to the UK with an expiry date of at least 6 months beyond the end date of the applicant's visit.

6.2 Visa: In the event that the applicant requires a visa, it is your responsibility to ensure the requisite visa is obtained in sufficient time. Once a visa invitation letter is sent to the applicant, the deposit payment is non-refundable.

6.3 Travel Information: You must provide us with the requested travel information for the applicant at least two weeks before the applicant is attending the course. We require to see evidence that a return flight has been booked.

6.4 Transfers to and from the residential accommodation: All applicants arriving and departing from Heathrow Airport on dates agreed between us and you shall be transferred to and from the residential accommodation as part of the course fees. Additional fees will be added if outside of the specified dates and times or from a different airport.

6.5 Travel Insurance: We strongly advise all applicants to take out appropriate and adequate travel insurance cover against all losses and liabilities, including cancellation, personal accident, lost property and all other risks that are normally insured against by a person travelling overseas.

7. Applicant Information and Medical Attention

7.1 Applicant Form: In addition to a completed application form, we may request further information.

7.2 You must tell us about any medical and/ or behavioural issues or conditions and/ or dietary requirements of the applicant: It is imperative that we are notified in writing on the application form of any medical, health problem or allergy; any history of a learning difficulty; any disability, additional education need or any behavioural, emotional and/or social difficulty; any family or other circumstances or court order which might affect the applicant's welfare or happiness or any concerns about the applicant's safety whether long term or short term. In the event of any such issues becoming apparent following submission of the application form, these must be notified to us as soon as possible and, in any event, within 2 days of commencement of the course. We are sensitive to allergens but cannot guarantee their exclusion from the course.

7.3 If an applicant falls ill or has been in contact with anyone with an infectious or contagious disease within 21 days of the course commencing you must tell us: On request, you will provide a medical certificate from a doctor confirming that it is safe for the applicant to attend the course.



7.4 Medical Attention: If the applicant requires urgent medical attention while under our care, all reasonable efforts will be made to obtain your prior consent. However, if it is not practicable for us to contact you in time (for example because the applicant requires urgent medical treatment recommended by a doctor or other medical practitioner), you authorise us to consent on your behalf to the applicant receiving emergency medical treatment (including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service and where certified by an appropriately qualified person as necessary for the applicant's welfare.) You also agree to us giving first aid medical care if required.

7.5 In case an applicant requires medical attention after the course has finished: Our duty of care for applicants ends at the end of the course. A pickup should be arranged within 48 hours of the course ending.

7.6 The cost of extra nights' accommodation: If for any reason an applicant needs to stay extra nights for whatever reason, medical or otherwise, the cost of this is £300 per night and must be paid before the applicant leaves the accommodation. Providing extra accommodation will be strictly subject to availability.

8. Fees and payment

8.1 Where to find the fees: The fees for all programmes will be the fees indicated on our website when you placed your application. We take all reasonable care to ensure that the fees of the course advised to you are correct. However please see clause 8.2 for what happens if we discover an error in the fees of the course you booked via our application form.

8.2 What happens if we got the fees wrong: It is always possible that, despite our best efforts, some of the courses we provide may be incorrectly priced. We will normally check prices before accepting your application so that, where the course's correct fees at your application date are less than our stated fees at your application date, we will charge the lower amount. If the courses correct fees at your application date are higher than the fees stated to you, we will contact you for your instructions before we accept your application.

8.3 When you must pay and how you must pay: We accept payment with debit card or credit card (except for American Express) or by way of bank transfer. Details of our bank account are available from Jon Crocker (jon@icenimastermind.org) and payment must be made in GBP Sterling. You must pay an advance deposit of £2000 + VAT per applicant. The deposit is payable when we accept the application and send you an invoice. This will secure the applicant's place on the course. We will invoice you for the balance of the course fees and this invoice is payable in full at least three weeks before the course commences. In the event that your application is submitted closer to the start date of the course, the fees must be paid in full on submission of your application.

8.4 If payment is outstanding: Please note that applicants who have not paid in full will not be allowed to start the course or use the accommodation provided.

8.5 What to do if you think an invoice is wrong: If you think an invoice is wrong, please contact us promptly to let us know.

8.6 What do the fees include? The schedule at the end of these terms sets out what the fees include and some stated exceptions.



9. Your rights to end the contract

9.1 You can always end your contract with us: Your rights when you end the contract will depend on how we are performing and when you decide to end the contract:

- (a) If you want to end the contract because of something we have done or have told you we are going to do, see clause 9.2;
- (b) If you have just changed your mind about the course, see clause 9.3. You may be able to get a refund if you are within the cooling-off period (within 14 days of making the deposit payment, but this may be subject to deductions;
- (c) In all other cases (if we are not at fault and there is no right to change your mind), see clause 9.4.

9.2 Ending the contract because of something we have done or are going to do: If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for the course (so long as the course has not already been provided to the applicant). The reasons are:

- (a) we have told you about an error in the fees of the course and you do not wish to proceed;
- (b) we have suspended or ceased the course; or
- (c) you have a legal right to end the contract because of something we have done wrong.

9.3 Ending the contract where we are not at fault and there is no right to change your mind: Even if we are not at fault and you do not have a right to change your mind (see clause 9.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for course services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and, assuming that you end the contract 4 weeks before the course starts, we will refund any sums paid by you for a course not provided but we may deduct from that refund the deposit as compensation for the net costs we will incur as a result of your ending the contract. If you end the contract less than 4 weeks before the course, no refund shall be made.

9.4 Ending the contract due to medical reasons affecting the applicant: If you end the contract before it is completed due to medical reasons affecting the applicant we may offer a refund of £1250 per day (if the deposit and final payment have been made in full) subject to you providing us with a letter (in a form reasonably acceptable to us) from a doctor confirming that the applicant is not fit to attend the course.

10. How to end the contract with us (including if you have changed your mind)

10.1 Tell us you want to end the contract: To end the contract with us, please email us at jon@icenimastermind.org. Please provide your name, details of the applicant and your phone number and email address.

11. Our rights to end the contract

11.1 We may end the contract if you break it: We may end the contract if you do not make any payment to us when it is due, and you still do not make payment within 5 days of us reminding you that payment is due or where you withhold any important information from us about the applicant.



11.2 You must compensate us if you break the contract: If we end the contract in the situation set out in clause 11.1, we will not refund you your deposit as it will be retained as compensation for the net costs we will incur as a result of your breaking the contract.

11.3 If the course is cancelled by us for any reason: Our liability to you shall not exceed the fees you have paid for the course.

12. If there is a problem with the course

12.1 How to tell us about problems: If you have any questions or complaints about the course, please contact us. You can contact us by writing to Jon Crocker (jon@icenimastermind.org) or at 209 Marsland Road, Sale, Greater Manchester, M33 3ND.

13. Our responsibility for loss or damage suffered by you

13.1 We are responsible to you for foreseeable loss and damage caused by us: If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so: This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights.

13.3 Unless you notify us to the contrary, you consent to the applicant participating, under proper supervision, in contact and non-contact sports and other activities as part of the normal course programme which may entail some risk of physical injury. You acknowledge that while we will provide appropriate supervision the risk of injury cannot be eliminated. As detailed on our website, programmes may involve taking applicants to activities/ places run by third party providers. You hereby consent to the applicant taking part in such activities and agree and consent to us signing on your behalf any waivers or disclaimers as may be required for third-party activities.

13.4 Subject to the foregoing provisions of this clause 13, our total liability to you under or in relation to these Terms and Conditions (including for negligence or breach of statutory duty but in any event excluding loss of life or personal injury) shall be capped at the total amount of the price received by us in respect the of the applicant.

13.5 We are not responsible for delays outside our control: If our supply of the course is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

13.6 We provide no warranty for goods, materials, equipment or services manufactured or supplied by third parties, but shall use our reasonable endeavours to ensure that any warranties granted by third party manufacturers or suppliers are assigned to you, where required.



14. Acts and/ or omissions of applicants

14.1 Course Code of Conduct: It is a condition of attending the course that the applicant complies with our Course Code of Conduct as amended from time to time. In the event that an applicant fails to adhere to the Course Code of Conduct this may result in his/ her participation in the course being terminated immediately without refund and the applicant may be sent home at your expense. In any event, we are entitled to exercise a wide discretion when deciding whether applicants should be excluded from any activity on the grounds of safety or unsuitability.

14.2 Drugs: Possessing, using or consuming drugs is strictly prohibited at the course. In the event that an applicant fails to adhere to this condition this may result in his/ her participation in the course being terminated immediately without refund and the applicant may be sent home at your expense.

14.3 Personal Searches: We are entitled to exercise a wide discretion and search the bags and personal property of applicants in circumstances we consider to be reasonable.

14.4 Jewellery, Electronics, Valuables and Lost Property: We are not responsible for any jewellery, electronics or other valuables brought to the course by applicants. We are not responsible for any property left at the course by applicants; we may dispose of any such property if not claimed and collected by you within 7 days of the end of course.

14.5 You shall be liable for any and all costs, charges, expenses and liabilities that might arise in respect of damage to any of our property where the applicant (acting alone or with others) has caused loss or damage to our property or the property of any other person (fair wear and tear excluded).

15. Applicant Wellbeing

While the applicant is on the course, we shall do all that is reasonable to safeguard and promote the applicant's welfare and safety. We shall respect the applicant's human rights and freedoms but shall balance them with the lawful needs and rules of our course and the rights and freedoms of others. We may disclose information to third parties on a need-to-know basis where necessary to safeguard or promote the applicant's welfare or to prevent a risk of serious harm to the applicant or another person on the course.

16. How we may use your personal information

16.1 How we may use your personal information: We will only use your and the applicant's personal information as set out in our Privacy Policy.

17. Other important terms

17.1 We may transfer this agreement to someone else: We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

17.2 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.



17.3 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.

17.4 Which laws apply to this contract and where you may bring legal proceedings: These terms are governed by English law, and you can bring legal proceedings in respect of all ICENI Collective programmes in the English courts.

SCHEDULE

What do the fees include?

- Heathrow airport pick-up/ drop off if a non-domestic booking
- Accommodation
- Food and Drink (breakfast, lunch and dinner)
- Support
- Transport during the course
- All training input
- Excursions and entry fees
- Entertainment and Activities
- Personalised GI Index® report

What is NOT included?

- Flights to and from home country to Heathrow airport
- Personal spending money
- Health insurance
- Medical expenses
- Travel insurance
- Recorded delivery of visa letter (if required)