

CLT International – Enrolment Terms and Conditions

STEP Certificate and Advanced Certificate programmes

General

1. Subject to acceptance by CLT International in accordance with clause 2 of these terms, these booking terms and conditions and the enrolment form constitute a legally binding contract between CLT International, the delegate named in the booking form (the **"Delegate"**) and, if applicable, the employer named in the booking form (the **"Employer"**).
2. CLT International may, at its discretion, accept the Delegate's or the Employer's request for the Delegate to attend a CLT International course by:
 - a. issuing an invoice to the Delegate or the Employer; or
 - b. proceeding to provide the Delegate or the Employer with access to the online learning platform.
3. CLT International's acceptance is subject to these terms to the exclusion of all others including without limitation any terms which the Delegate or the Employer purports to include within a purchase order, acknowledgment or payment confirmation.

Contract Term

1. This contract shall come into force from the date of acceptance by CLT International in accordance with clause 2 (the **"Enrolment Date"**) and shall remain in force until it is terminated or completed in accordance with these terms.

Course Delivery

5. After the Enrolment Date, CLT International shall allow the Delegate to access and attend the course described in the booking request via CLT International's online learning platform, hard copy course materials or workshops.
6. CLT International will:
 - a. decide how and when the course is delivered;
 - b. determine course content and structure; and
 - c. be free to make changes to the same during the term of this contract.
7. CLT International shall exercise reasonable skill and care in performing its obligations under this contract but time shall not be of the essence.

Intellectual Property Rights

8. CLT International retains ownership of all copyright, trademarks, service marks or trade names, rights in software, rights in design, rights in databases, image rights, moral rights, rights in an invention, patents, rights relating to passing off, domain names, rights in confidential information (including trade secrets), rights in privacy and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all countries in the world ("IPR") in any materials including without limitation any course materials that it provides to the Delegate and/or Employer for the purposes of performing its obligations under this contract.

Payment of Course Fees

9. The Delegate and Employer will be responsible for paying the course fees set out in the invoice issued by CLT International/Wilmington Plc. Where the Delegate is sponsored by their Employer, the Delegate and Employer are jointly and severally liable for the payment of such fees which are due 30 days from invoice / Enrolment Date.
10. Where the Delegate is not sponsored by their Employer, CLT International requires full payment of course fees upon enrolment and will issue an invoice on or after the Enrolment Date.
11. Delegates will not be permitted to have access to the online learning platform, to attend workshops or to receive results if any payments are overdue.

Re-sitting

12. Course fees include tuition (where applicable), online and/or hard copy course materials (one set) and first assessment attempt. Delegates will be charged the following additional, non-refundable fees for re-attempting an assessment:

Course	Fee
Certificate in Anti-Money Laundering	GBP 50 (plus VAT)
Certificate in Foundations	GBP 50 (plus VAT)
Certificate for Financial Services – Trust and Estate Planning	GBP 150 (plus VAT)
Advanced Certificate in Advising Vulnerable Clients	GBP 95 (plus VAT)
Advanced Certificate in Cross-Border Estates	GBP 95 (plus VAT)
Advanced Certificate in Family Business Governance	GBP 95 (plus VAT)
Advanced Certificate in Trust Disputes	GBP 95 (plus VAT)
Advanced Certificate in UK Tax for International Clients	GBP 150 (plus VAT)
Advanced Certificate in Will Preparation (examination)	GBP 150 (plus VAT)

Workshops for the Advanced Certificate in Will Preparation (England and Wales) and Advanced Certificate in Advising Vulnerable Clients can be re-attended for a fee of GBP 150 (plus VAT) per workshop day.

Invoices for all fees shall be issued by CLT International in advance of the relevant re-sit and shall be paid by the Delegate or Employer immediately.

13. Delegates will be permitted a maximum of three attempts at an assessment.
14. An application to re-sit must be made no later than six weeks before the date on which the Delegate would like to re-take the assessment.
15. All outstanding payments due under this contract are exclusive of VAT which must be paid in addition at the rate and in the manner prevailing at the relevant tax point.
16. All payments due under this contract shall become due immediately upon termination.

Cancellation and Deferrals

Cancellation by Delegate or Employer

17. If the Delegate or the Employer on the Delegate's behalf requests to cancel from the programme and terminate this contract less than two weeks after the Enrolment Date, this contract shall be deemed to be terminated with immediate effect and CLT International shall provide a full refund of any fees paid by such Delegate or such Employer on the Delegate's behalf save that CLT International shall be entitled to make a reasonable deduction if any course materials supplied to the Delegate have been used in a way which has diminished their value or if the Delegate has benefited from services already provided by CLT International.
18. If the Delegate or the Employer on the Delegate's behalf requests to cancel from the programme and terminate this contract *more* than two weeks after the Enrolment Date, refunds will be paid in accordance with the following:

STEP Advanced Certificates in Will Preparation, Family Business Governance and Advising Vulnerable Clients

- a. If the application is made more than five weeks before the date of the first workshop, a full refund less 25% will be paid.
- b. If the application is made less than five weeks before the date of the first workshop, a full refund less 50% will be paid.
- c. No refund is payable for a cancellation made after the first workshop. In this event, the full sum shown on the invoice remains payable.
- d. No refunds are payable in any other circumstances.

Certificates and Advanced Certificates not listed above

- e. No refunds will be paid.

Cancellation by CLT International and Termination of the Contract

19. CLT International reserves the right to cancel or vary a workshop or assignment where the occasion necessitates. Subject to clause 22, CLT International accepts no liability for any direct or indirect losses suffered by the Delegate and/or Employer if, for whatever reason, the course is cancelled.
20. Subject to clause 22, CLT International is not liable to the Delegate and/or Employer for any indirect, special or consequential loss howsoever arising.
21. Subject to clause 22, CLT International's total aggregate liability in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise in connection with this contract shall not exceed 100% of the fees paid or payable by the Delegate and/or Employer pursuant to the terms of this contract.
22. Nothing in this contract excludes or limits CLT International's liability for death or personal injury caused by CLT International's negligence or for fraud or fraudulent misrepresentation or for any liability which cannot be excluded by law.
23. CLT International shall be entitled to cancel a Delegate's enrolment and terminate this contract if that Delegate has not complied with these terms and conditions. CLT International may exercise such right immediately where such failure to comply is not remedial or, where a failure to comply is remedial, after 30 days if the Delegate has not remedied the breach despite being asked to do so.
24. Upon termination of this contract, the Delegate and/or Employer shall immediately cease to access the online learning platform.
25. Clauses 8, 16, 17, 20 - 22, 25, 34, 38 and 40 shall remain in force notwithstanding the termination of this contract.

Cancellation and Deferrals

Deferrals

26. The programme must be completed within two years or three sittings of the Enrolment Date, whichever is the longest. Failure to do so will result in the automatic termination of this contract.
27. Subject to clause 28, CLT International may, at its discretion, allow the Delegate to defer their place on a workshop, assignment, assessment or examination date upon written request on a maximum of two occasions.
28. Delegates will be charged the following additional fees for deferring:

Deferring a workshop (if applicable)

Notice of deferral	Charge applied
More than 4 weeks' notice	No charge
Less than 4 weeks prior to the workshop	GBP 150 (plus VAT)
Failure to attend and no notice given	GBP 200 (plus VAT)

Deferring an examination (inclusive of re-sits)*

Notice of deferral	Charge applied
4 weeks or more prior to the date of the examination	GBP 50 (plus VAT)
Less than 4 weeks prior to the date of the examination	GBP 150 (plus VAT)
Failure to attend and no notice given	GBP 200 (plus VAT)

*There is a charge of GBP 50 (plus VAT) to either defer or re-sit the STEP Certificate in Foundations and/or STEP Certificate in Anti-Money Laundering examinations, irrespective of the notice period given.

Deferring an assignment

Deferring submission of an assignment will incur a charge of £95 (plus VAT). Delegates will be required to complete a fresh assignment title.

Data Protection

29. Delegates must provide an accurate and complete postal address, contact telephone number and e-mail address.
30. The information the Delegate has provided will be used by CLT International, STEP and its branches, or approved agents for administrative, membership and educational purposes or as required by law.
31. From time to time CLT International may pass the Delegate's details to third parties to enable them to send the Delegate information about products and services approved by CLT International.
32. Where the Delegate's course fees are paid by their Employer or third party, the Delegate gives CLT International consent to share information about their progress on the course with the Employer or third party.
33. CLT International comply with the laws set out in the European Data Protection Legislation. Please read through the Data Privacy Policy supplied by CLT International to understand how your data is collected, processed and managed.

Confidentiality

34. The Delegate and Employer will keep secret and confidential all information belonging to CLT International and disclosed or obtained as a result of their relationship under this contract which is secret or otherwise not publicly available in whole or in part including the course materials and in all cases whether disclosed orally or in writing before or after the Enrolment Date. In particular the Delegate and the Employer will not allow any third party to use or access the course materials or course content including access via the online learning platform without obtaining CLT International's prior written consent.

Standard Provisions

35. The Delegate and/or Employer shall not assign, transfer or otherwise dispose of any or all of its benefits, rights and/or responsibilities under this contract.
36. This contract contains the entire agreement between CLT International, the Delegate and the Employer. It supersedes any prior arrangement, understanding, written or oral agreements and any subsequent terms which the Delegate or Employer purports to apply in relation to the subject matter.
37. CLT International, the Delegate and the Employer each acknowledge that this contract has not been entered into wholly or partly in reliance on, nor has any party been given, any warranty, statement, promise or representation by the other or on its behalf that is not set out in this contract.
38. Subject to clause 22, all warranties, conditions, terms and representations not set out in this contract whether implied by statute or otherwise are excluded to the extent permitted by law.
39. No purported variation of this contract shall be effective unless it is in writing, signed by all the parties and refers specifically to this clause 39.
40. This contract and any disputes arising out of or in relation to it whether contractual or non-contractual in nature shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.