



CLT International – Enrolment Terms and Conditions

Certificate in Fund Administration

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

4. 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:
 - a. allow the Delegate to access the course described in the booking request via CLT International’s online learning platform.
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.
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. 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.
12. Delegates will not be permitted to have access to the online learning platform or to receive examination results if any payments are overdue.
13. 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.
14. All payments due under this contract shall become due immediately upon termination.

Re-sitting

15. Delegates will be permitted a maximum of three attempts at the examination. The course fee includes three attempts and no additional re-sit fees are applicable.

Cancellation and Deferral

Cancellation by Delegate or Employer

16. 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 the Delegate has benefited from services already provided by CLT International.
17. 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 and the date the Delegate has been given access to the online learning platform, no refund will be payable.

Cancellation by CLT International and Termination of the Contract

18. CLT International reserves the right to cancel or vary an assessment where the occasion necessitates. Subject to clause 21, CLT International accepts no liability for any direct or indirect losses suffered by the Delegate and/or Employer if, for whatever reason, an assessment does not take place or does not take place on the originally advised date.
19. Subject to clause 21, CLT International is not liable to the Delegate and/or Employer for any indirect, special or consequential loss howsoever arising.
20. Subject to clause 21, 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.
21. 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.
22. 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.
23. Upon termination of this contract, the Delegate and/or Employer shall immediately cease to access the online learning platform.
24. Clauses 8, 14, 16, 19 – 21, 24, 27, 31 and 33 shall remain in force notwithstanding the termination of this contract.

Deferrals

25. The programme must be completed within one year of the Enrolment Date. Failure to do so will result in the automatic termination of this contract.

Data Protection

26. This clause sets out the responsibilities of CLT International Ltd ('the Provider'), and the Customer in relation to the General Data Protection Regulation and any other applicable data protection law (Data Protection Law). Any terms or words defined in Data Protection Law and used in this clause relating to personal data shall have the meaning set out in Data Protection Law. Where the Provider processes any personal data in relation to services or products covered by these Terms and Conditions, it does so as a data controller on its own behalf (including in order to comply with its obligations and exercise its rights under this agreement), and shall comply with Data Protection Law in respect of such processing. Where the Customer provides any personal data in relation to this agreement, it warrants that it does so in compliance with Data Protection Law and that the Provider may, under Data Protection Law, process such data as required or anticipated by this agreement, and the Customer shall be responsible for any costs, losses or expenses the Provider incurs or suffers as a result of breach of such warranty. Further information regarding how your data is collected, processed and managed can be found in the CLT International Data Privacy Policy.

Confidentiality

27. 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

28. 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.
29. 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.
30. 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.
31. Subject to clause 21, 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.
32. 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 32.
33. 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.