

Optilearn - Terms & Conditions

Last updated 2nd July 2021

Wouldn't it be great if T&Cs were simply based on common morals and kind judgement? Sadly, to protect each other, Terms & Conditions are a necessary part of a contract between two parties. We appreciate many people choose not to read terms and conditions and that is your choice. Our commitment to you is that any issue or problem that will result in using these Terms & Conditions will be dealt with as fairly as possible for both parties.

1. Definitions

"We", "Optilearn" or "us": refers to Optilearn (optilearn.co.uk). Optilearn is a trading name of Shawbrook Solutions Limited (Companies House: 11937434).

"You": Any (legal) entity or person that has reached an agreement with us.

"Agreement": Arrangement in written or digital recording, based on which you can participate in a selected workshop or course offering.

"Course": Any training, workshop or event offered by us or our partners, advertised through 'Optilearn.co.uk', 'Scrum.org', affiliated social media or third-party booking tools. This list is not exhaustive.

"Force majeure": Any external cause, expected or unexpected, determined by the courts of England and Wales.

2. Applicability

2.1. These terms and conditions apply to all agreements that come into effect by registering for one of the events offered by us on our website or platforms used by us.

2.2. By entering into an agreement with us, you agree to these full Terms & Conditions.

2.3. Our Terms & Conditions will continue to apply in perpetuity even when we do not strictly enforce them.

2.4. These terms and conditions supercede any of your purchase conditions unless confirmed in written form by us.

3. Agreement

3.1. The agreement between you and us starts after you receive our written confirmation of individual or corporate registration.

3.2. All payments required for participating in a course must be paid in full prior to attending. 'Prior to attending' is defined as ten calendar days before the event start

date/time or immediately, if the start date is sooner.

4. Cancellation

4.1. You may cancel your participation for up to ten days before the course starts. We will refund the invoiced amount. If you cancel within seven days, 50% of the course fee will be refunded. Cancellation must be received in writing to us and confirmed by us.

4.2. If, except in the cases of force majeure, we cancel the course, all course fees will be refunded in full. No costs incurred, directly or indirectly at your expense will be refunded.

4.3. We reserve the right to decline a request for re-arrangement, however we will try and accommodate such changes providing ten days' notice is provided. Re-scheduling will be free of charge, unless there is a difference in cost between the two events. In such case, the difference will be payable in full, as per clause 3.2.

4.5. We will not compensate you for any costs you incurred, either directly or indirectly resulting from your request to re-schedule a course or cancellation initiated by us or you.

4.6. Each class has a minimum viability of three participants. If this number is not met 48h prior to the start of the class, it will be cancelled or deferred. If cancelled, there will be a full refund of all fees paid, whilst upholding clauses 4.2 and 4.5.

5. Prices

5.1. All prices are excluding VAT and administrative fees for the handling of registrations, unless specified.

5.2. Prices are based on the circumstances applicable at the time of the registration. If the circumstances change after your registration, we retain the right to adjust the prices accordingly.

6. Liability and indemnity

6.1. We are not liable, on the basis of the law or under agreement, for consequential loss which you or a third party might suffer with regard to the performance of the agreement or (the use of) the courses, also including loss of profits, environmental damage or intangible loss. In all events, our liability is limited to the invoiced amount.

6.2. Unless the damage is caused by intention or gross negligence on our part, you will indemnify us from all claims of third parties, directly or indirectly related to the performance of the agreement, or as the case may be the courses and will compensate us for all damage that we suffer as a result of such claims.

6.3. We reject any responsibility for issues, bugs, delays or lack of clarity caused by the intermediate platforms we use for handling registrations or payments.

7. Intellectual property

7.1. The intellectual properties of all materials that are made available to you before, during or after a course remain entirely with us or where relevant, with our licensor.

7.2. You are not allowed to disclose any of materials mentioned under 7.1, unless you have our explicit written permission.

8. Applicable law

These terms and conditions and the provision of our services shall be governed by and construed in accordance with the laws of England and Wales and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the courts of England and Wales.