



The Curious Lighthouse Learning Consultancy

Terms and Conditions of Service

1. Definitions

- 1.1. The Curious Lighthouse Learning Consultancy: Curious Lighthouse Learning Consultancy Ltd, registered in England and Wales 09960084 of 2 Dresden Drive, Waterlooville, Hampshire, PO8 8RN;
- 1.2. The Client: the person, business or organisation who purchases services or products from The Curious Lighthouse Learning Consultancy;
- 1.3. The User; the person or persons nominated by the Client to be the beneficiary or beneficiaries of the Training Services or Training Aids which have been purchased by the Client;
- 1.4. The Agreement: these Terms and Conditions together with the details contained within the Proposal for direct training;
- 1.5. The Proposal: the detailed and specific summary of the direct training, courses, workshops, consultancy and professional resources to be provided by The Curious Lighthouse Learning Consultancy which can be found at [Get in Touch - Curious Lighthouse Learning Consultancy](#).
- 1.6. Training Aids: the physical or electronic aids to training or learning supplied by or made available by The Curious Lighthouse Learning Consultancy including, but not limited to, digital downloads, online learning courses and workshops, training maps or any other resource created by or provided by The Curious Lighthouse Learning Consultancy.
- 1.7. Third Party Website; the hosting platform providing access to The Curious Lighthouse Consultancy's online training modules.
- 1.8. The Purchaser; the individual or company that purchases printed or digital training aids via The Curious Lighthouse Learning Consultancy's website.

2. General and Interpretation

- 2.1. These Terms and Conditions shall apply to all and any contracts for the supply of the direct training, courses, workshops, consultancy and professional resources by The Curious Lighthouse Learning Consultancy to the Client and to the exclusion of all other terms and conditions, including any terms and conditions the Client may purport to apply under any purchase order, confirmation of order or similar documents.
- 2.2. Any variation to these conditions (including any special terms or conditions agreed between the parties) shall be inapplicable unless agreed in writing by a Director of The Curious Lighthouse Learning Consultancy.
- 2.3. If signing as a representative of a company, the Client warrants that they are acting with the full authority of said company.
- 2.4. In the Agreement any references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 2.5. In these conditions, headings will not affect the construction of these Conditions.



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3. Payment

- 3.1. Payment for direct training must be made in accordance with the schedule contained within the Proposal. It is the Client's responsibility to ensure that required payments are made in a timely manner.
- 3.2. Should any fee due under the Proposal not be made in accordance with the detail contained within the Proposal, The Curious Lighthouse Learning Consultancy reserves the right to cancel any training due under the Proposal until such time as the payment is made. The Curious Lighthouse Learning Consultancy accepts no liability for any losses, disappointment or other issues that arise as a result of a cancellation due to late payment by the Client.
- 3.3. The Curious Lighthouse Learning Consultancy reserves the right to charge interest and compensation on overdue invoices in accordance with the prevailing Late Payment legislation and to recover any reasonable charges incurred in the process of obtaining late payment owed by the Client to The Curious Lighthouse Learning Consultancy including, but not limited to, third party or legal fees relating to the recovery.
- 3.4. The Client accepts and agrees to abide by the postponement, rescheduling and cancellation penalty payment process as detailed in the direct training Proposal. All payments due under this Proposal will be subject to the same late payment and third-party charges as noted in clause 3.3 above.
- 3.5. Payment for online training courses via a Third Party Website must be made through the relevant Third-Party Website. The Purchaser will be required to provide payment details for each transaction via the Third Party Website's payment provider and the collection of this data will be subject to that provider's privacy policy.
- 3.6. Payment for online Training Aids must be made via The Curious Lighthouse Learning Consultancy's website at point of order or by direct payment if the order has been placed by email with The Curious Lighthouse Learning Consultancy.

4. Client Responsibilities

- 4.1. The Client shall co-operate with The Curious Lighthouse Learning Consultancy in order to enable The Curious Lighthouse Learning Consultancy to perform its obligations under the direct training Agreement and in particular shall:
 - 4.1.1. Obtain all necessary permissions and consents that may be required for the provision of the direct training under the Proposal;
 - 4.1.2. Ensure that information requested or reasonably required by The Curious Lighthouse Learning Consultancy is supplied promptly and is accurate;
 - 4.1.3. Comply fully with all aspects of the Proposal;
 - 4.1.4. Ensure that all Users nominated by the Client fully engage with the Training schedule.
 - 4.1.5. Acknowledge that they are responsible for the acts of any of their User's in relation to the direct training.
- 4.2. The Client shall be liable to compensate The Curious Lighthouse Learning Consultancy for any expenses incurred or losses suffered by The Curious Lighthouse Learning Consultancy as a result of a failure of the Client to comply with any part of clause 4.1 including, but not limited



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to, out of pocket expenses, loss of earnings, scheduling costs and any other material or perceived loss.

Online Training Courses

- 4.3. The Curious Lighthouse Learning Consultancy provides online self-directed courses via Udemy and Aspire4Business Academy.
- 4.4. By purchasing a course via one of the third-party hosts, the Client agrees to be bound by the prevailing terms and conditions of the host provider and accepts that the purchase contract exists only between them and the host provider. The Curious Lighthouse Learning Consultancy accepts no liability for any complaints arising from the transaction between the Client and the third party.
- 4.5. The Client accepts that each online course is sold as seen, that they are solely responsible for ensuring that the course content advertised on the hosting site is suitable for their requirements before purchase and further agrees that The Curious Lighthouse Learning Consultancy has no obligation to make reparation in any way for any complaint or disappointment arising from said purchase. (The Curious Lighthouse Learning Consultancy advises that the Client contacts them in advance of any purchase if the Client is in any doubt as to the suitability of any course).

5. Training Resources

- 5.1. Printed and digital training aids are offered for purchase through The Curious Lighthouse Learning Consultancy's website <https://www.curiouslighthouse.co.uk/shop.html>
- 5.2. The Purchaser agrees that they are solely responsible for ensuring that the items purchased are fit for purpose and accepts that The Curious Lighthouse Learning Consultancy has no responsibility to refund the cost of any purchased items unless they are damaged or faulty.
- 5.3. The Purchaser will be required to provide payment details for each transaction via Stripe and the collection of this data will be subject to Stripe's privacy policy <https://stripe.com/gb/privacy>
- 5.4. The Purchaser may, if preferred, contact The Curious Lighthouse Learning Consultancy direct to discuss their requirements and place the order direct with The Curious Lighthouse Learning Consultancy to receive an invoice. The Purchaser accepts that no resources will be provided until cleared funds are received.
- 5.5. Items will be posted to the nominated delivery address and the Purchaser will receive an email confirmation of order acceptance and despatch confirmation.
- 5.6. In the unlikely event that a printed item arrives damaged or faulty, the Purchaser must contact The Curious Lighthouse Learning Consultancy by email no later than seven days after delivery. Claims for faulty or damaged goods will not be accepted after this time. The Curious Lighthouse Learning Consultancy will supply replacement items once the damage/fault has been verified. No refunds will be offered.
- 5.7. Should a purchased item not arrive as expected, the Purchaser must notify The Curious Lighthouse Learning Consultancy within seven days of the expected delivery date by email.



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5.8. The Curious Lighthouse Learning Consultancy will arrange replacement items where The Curious Lighthouse Learning Consultancy agrees that delivery has not taken place. No refunds will be offered.

6. Intellectual Property Rights

6.1. The Client and Users may make use of the resources, information, documents provided as part of the direct training for the purposes of personal professional development.

6.2. The Client and Users may not make any other use of the resources, information, documents provided as part of the direct training and shall not make any copy of such to distribute or sell to any third party.

6.3. The Purchaser may make use of The Curious Lighthouse Learning Consultancy's resources purchased through the website including, but not limited to, creative learning cards, creative maps, e-books and digital downloads for their sole use as a learning resource.

6.4. The Purchaser may not make any other use of these resources, may not copy, distribute or sell to any third party, nor may they repurpose or rebrand or duplicate any materials without The Curious Lighthouse Learning Consultancy's express written permission.

6.5. The Curious Lighthouse Learning Consultancy offers LEGO® Activities for Training resources through its website. The Curious Lighthouse Learning Consultancy is not associated or affiliated with the LEGO® corporation in any way and makes no warrant as to the effectiveness or suitability of these resources for any individual or company purchasing them.

6.6. ©2023 The LEGO Group – LEGO® SERIOUS PLAY®, the Minifigure and the Brick and Knob configurations are trademarks of the LEGO® Group, which does not sponsor, authorise or endorse these courses. Any activity using the LEGO® SERIOUS PLAY® approach, method and materials build on the LEGO® SERIOUS PLAY® Open-source guidelines made available by the LEGO® Group under a Creative Commons licence.

7. Personal Data

7.1. All personal data supplied by the Client, any User or purchaser of materials through The Curious Lighthouse Learning Consultancy's website shall be processed in accordance with The [Curious Lighthouse Learning Consultancy Privacy Notice](#)

7.2. Any personal data supplied on Third Party platforms will be processed in accordance with the Third Party platform's privacy policy.

8. Health and Safety

8.1. The Curious Lighthouse Learning Consultancy treats the health and safety of its employees, contractors and agents with the utmost importance. The Curious Lighthouse Learning Consultancy may carry out site specific risk assessments and produce method statements where appropriate for any Training Services carried out on a site operated by or on behalf of the Client.

8.2. The Client acknowledges its statutory and common law duties in relation to the health and safety of visitors to its site, including in particular pursuant to section 4 of the Health and Safety at Work etc. Act 1974.

8.3. The Client shall ensure that all sites where The Curious Lighthouse Learning Consultancy shall carry on the Training Services are safe for conduct of such services. The Curious Lighthouse



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Learning Consultancy shall notify the Client of any risks to health and safety which require remedial action, which must be taken by the Client within a reasonable time scale or immediately if a serious risk is highlighted.

- 8.4. The Client will advise The Curious Lighthouse Learning Consultancy of any changes made to its premises which will affect or impact the delivery of the Training Services.
- 8.5. The Curious Lighthouse Learning Consultancy reserves the right to suspend the provision of all or part of the Training Services where an unacceptable risk to health and safety exists until the Client has removed, or reduced to an acceptable level that risk. The Client shall remain liable for any charges due for the Training Services during any such period of suspension.

Warranty

- 8.6. Any warranties and conditions provided in this Agreement shall be exclusive.
- 8.7. All other warranties and conditions, whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the performance of the Training Services by The Curious Lighthouse Learning Consultancy.

9. Indemnity

- 9.1. The Client shall indemnify The Curious Lighthouse Learning Consultancy in respect of any direct loss incurred by The Curious Lighthouse Learning Consultancy in the performance of the Training Services in consequence of any negligent act or omission committed by any User, person or organisation acting on behalf of the Client.
- 9.2. The Curious Lighthouse Learning Consultancy shall indemnify the Client in respect of any direct loss incurred by the Client in consequence of any negligent act or omission committed by any person or organisation acting on behalf of The Curious Lighthouse Learning Consultancy in the normal course of the performance of the Training Services. The Curious Lighthouse Learning Consultancy's limit of financial liability under this clause shall be no more than the total value of the quotation for Training Services provided in the Proposal.

10. Limitation of Liability

- 10.1. Nothing in these terms and conditions shall exclude or limit The Curious Lighthouse Learning Consultancy's liability for personal injury, death or fraudulent misrepresentation.
- 10.2. The liability of The Curious Lighthouse Learning Consultancy to the Client under this Agreement shall be limited to any direct and demonstrable loss suffered by the Client as result of the negligent performance of the Training Services, is limited to a value of no more than the total due under the Agreement for the agreed services and only where the Client notifies The Curious Lighthouse Learning Consultancy of the negligent act or omission in question within seven days of the date when the Client became, or should reasonably have been, aware of that act or omission.
- 10.3. The Curious Lighthouse Learning Consultancy shall not be liable for any loss caused by any act or omission of an operative of The Curious Lighthouse Learning Consultancy where that operative was not acting in the normal course of performance of the Training Services.
- 10.4. The Curious Lighthouse Learning Consultancy shall not be liable for any indirect or consequential loss suffered by the Client due to a breach of this Agreement by the Client.



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10.5. Time shall not be of the essence in relation to performance of the Training Services unless expressly provided otherwise in the Proposal, and The Curious Lighthouse Learning Consultancy shall not be liable for any losses incurred by the Client as a result of a failure to perform the Training Services within the indicated time frames specified in the Proposal due to events that are out of the control of The Curious Lighthouse Learning Consultancy.

11. Complaints

11.1. Should a Client, User or Purchaser have any complaint about any aspect of The Curious Lighthouse Learning Consultancy's service or products they should, in the first instance, contact The Curious Lighthouse Learning Consultancy by email to address the issue.

11.2. The Curious Lighthouse Learning Consultancy will endeavour to resolve the complaint to the satisfaction of both parties and will refer the matter to a suitable body if an amicable resolution cannot be reached.

12. Termination

12.1. The Curious Lighthouse Learning Consultancy's cancellation process is detailed in the Proposal and the Client agrees to adhere to the stated cancellation process.

12.2. This Agreement shall terminate automatically once The Curious Lighthouse Learning Consultancy has completed performance of the agreed Training Services and the Client has made payment of all monies owed to The Curious Lighthouse Learning Consultancy under this Agreement.

12.3. Outside of the cancellation process detailed in the Proposal, this Agreement may be terminated by The Curious Lighthouse Learning Consultancy on non-payment of the scheduled fees by the Client and the Client further agrees to reimburse The Curious Lighthouse Learning Consultancy for any reasonable costs or losses incurred as a result of early termination of the Agreement in that instance.

12.4. This Agreement may also be terminated by either party immediately in writing where:

12.4.1. The other Party becomes bankrupt or insolvent or enters a deed or arrangement with its creditors or goes into liquidation or has a receiver appointed of all or part of its undertaking, (except for the purposes of amalgamation or restructuring); or

12.4.2. Acts in fundamental or repeated breach of a term or terms of this Agreement to an extent which permits the other party to consider this Agreement repudiated, unless such breach is in consequence of force majeure.

13. Force Majeure

13.1. Neither party shall be entitled to damages from the other party, or to terminate this Agreement where the other party acts in default or material breach of this Agreement where that default or breach was caused by conditions or events beyond its control including, but not limited to:

13.1.1. Strike, lockout or other labour dispute affecting the employees of The Curious Lighthouse Learning Consultancy or the Client where in the latter case the effect is to prevent or hinder The Curious Lighthouse Learning Consultancy's operatives from performing its duties;

13.1.2. Acts of God;

13.1.3. Natural disasters;



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13.1.4. Acts of war or terrorism;

13.1.5. Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;

13.1.6. Any event preventing The Curious Lighthouse Learning Consultancy's operatives from attending the Client's premises to perform the Services including but not limited to adverse weather conditions, road closure or congestion and mechanical breakdown;

13.1.7. Any hazard at the Client's premises including but not limited to impeded access or exit routes, structural defects, presence of noxious, combustible, radioactive or toxic substance which, in the reasonable opinion of The Curious Lighthouse Learning Consultancy, comprises an unacceptable risk to the health and safety of its operatives;

13.2. The Party in breach of default shall be entitled to a reasonable extension of time to perform its obligations under this Agreement after notifying the other party.

14. Independent Contractors

14.1. The Curious Lighthouse Learning Consultancy and Client are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless expressly agreed to in writing by both parties.

15. Assignment

15.1. The Curious Lighthouse Learning Consultancy may assign its obligations under this Agreement to a third party without the Client's consent but the Curious Lighthouse Learning Consultancy retains the responsibility for the provision of the services detailed in the Proposal.

15.2. The Client may not assign any of its rights or obligations under this Agreement without the written consent of a Director of The Curious Lighthouse Learning Consultancy.

16. Severability

16.1. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. Waiver

17.1. Any waiver relating to a single or multiple actions for either party under the terms of the Agreement will not be valid unless made in writing and signed by both parties. Further, any such waiver will not be deemed to be an automatic waiver for any future amendments to the Agreement and any requirement for an action under the waiver to be later provided will be subject to written agreement from both parties.

18. Notices

18.1. All notices and other communications provided for in this Agreement and any associated document shall be in writing and shall be delivered by email to the authorised representative, to the email specified in the Proposal.

18.2. Any notices served shall be deemed to be effective on actual receipt by the receiving Party, who shall acknowledge receipt within two working days of the date of receipt.



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19. Entire Agreement

19.1. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

20. Third party rights

20.1. Nothing in this Agreement is intended to, nor shall, confer any rights on a third party unless expressly provided otherwise.

21. Jurisdiction

21.1. This Agreement shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from this Agreement is required to be referred to a court of law.