



## **The General Council of the Bar Terms and Conditions (v1.0 26.01.17)**

These terms and conditions relate to Bar Council training courses and events taking place on or after 26 January 2017. This document tells you ("you" means the party contracting with the Bar Council for courses and events) the terms and conditions on which we ("we", "us" or "The Bar Council" means The General Council of the Bar) supply training courses and events ("courses" or "events"). Please read these terms and conditions carefully before booking onto any Bar Council training courses or events. You should understand that by booking onto a Bar Council training courses or event, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

### **1. Booking Courses or Events**

Bookings for courses or events can be made via our "website" (means [www.barcouncil.org.uk](http://www.barcouncil.org.uk)) at the following link: <http://www.barcouncil.org.uk/supporting-the-bar/bar-council-training-courses> or by contacting our Training & Events team on +44(0)207 611 1329 or at [TrainingandEvents@BarCouncil.org.uk](mailto:TrainingandEvents@BarCouncil.org.uk). For online bookings, please select the course/event that you require and click on the "book" or "click here" to book links, following the instructions step by step.

### **2. Description and pricing of courses and events**

Although we make every effort to ensure the prices listed are correct, errors can be made. If an error is discovered in the price of the course or event that you have booked prior to confirmation of your booking, we will tell you and give you the option of either reconfirming your booking at the correct price or cancelling your booking. The Bar Council reserves the right to change prices listed without notice.

### **3. Bar Representation Fee (BRF) reduced rates**

Those who pay the Bar Representation Fee (BRF) are entitled to a reduced rate for many of our courses and events. If booking via the website, please select the Bar Representation Fee (BRF) option. When booking by any other means, you should inform a member of the Training and Events team of your membership in order to be entitled to a reduced rate. If you fail to select the BRF option on the booking site or mention your BRF status at the time of booking, you will be charged the full price for your course or event. Unfortunately we cannot offer any retrospective refund or credit for any BRF discount that you would have been entitled to receive.

### **4. Provisional bookings**

When booking a Bar Council training course or event online, acknowledgement of the booking request is emailed within 1 working day of the request being received by The Bar

Council. Where a booking made online, by email or over the telephone is not accompanied by full payment or a purchase order number (sent either by post or by email), the booking will be deemed to be provisional (“provisional booking”). Provisional bookings will only be held until 2 (two) weeks prior to commencement of the course or event, after this any provisional bookings will be cancelled. When payment has been received in full, or a purchase order number has been provided (either by email or by post), the individuals’ place on the course or event will then be confirmed and a binding contract will have been entered into between The Bar Council and the booking party. Please refer further to the “How to pay” section below.

### **5. Third party bookings**

We accept bookings from third party companies acting on a delegate’s or organisation’s behalf, however the booking information supplied must relate directly to the delegate(s) in question and include the following:

- Delegate name
- Job title
- Company name
- Company address
- Direct phone number
- Direct email address – this can be a work or personal email address

Bookings cannot be processed without this information being provided in full. This is to enable us to contact the delegate(s) directly when necessary (such as to provide joining instructions or pre-course work) and also to provide appropriate health & safety and security measures at course venues.

### **6. Cancellation of courses and events**

The Bar Council reserves the right to amend or cancel any course or event, course or event times, dates or published prices. Changes to course and event prices, times and dates will be advised before the course or event start date and any course or event already paid in full will not be subject to the increased price. As a course may be cancelled at any time up to one week prior to its start, we recommend that delegates do not make travel or accommodation arrangements before this time. Any travel, accommodation or subsistence costs incurred (including incidental costs such as car parking) are entirely the responsibility of the delegate or the delegate’s organisation. The Bar Council does not accept any liability for reimbursement of any costs incurred whatsoever in relation to its training courses or events. Where a course or event has been cancelled, delegates will be offered an alternative date for the same course or event. Refunds are not provided except in extreme circumstances.

### **7. How to Pay**

If you are making a booking online, you can pay by credit or debit card or by purchase order. RBS Worldpay handles our online credit and debit card transactions in a secure environment. We accept Visa, Mastercard and Maestro, JCB and MasterPass. If paying by purchase order, the invoice will need to be addressed to the booker or delegate’s employer. Payment must be made within 30 days from the date of the invoice or if the booking is made less than 30 days before the course/event date, payment is required before the course start date.

For bookings made other than via the Website, payment can be made in the following ways:

- Credit card
- Debit card
- Direct bank transfer to the Bar Council bank account, details of which can be found on the Bar Council invoice or in clause 20.

Please note, cash payments are not accepted. We also do not accept payments in any currency other than UK pounds sterling. You are advised to notify the Training & Events Team in advance if you wish to pay by direct bank transfer to ensure the swift confirmation of your booking. You will not be eligible to attend the course or event until full payment is received. In the case of late bookings payment must be made prior to attendance of the course or event. If payment is not made prior to the delegate attending the course or event, The Bar Council reserves the right to refuse admission until payment has been made in full.

#### **8. VAT & Card Charges Fees**

VAT & card charge fees quoted are exclusive of VAT, which will be shown separately on the invoice. A VAT invoice will be sent to cover your payment. If payment is made via a credit card or charge card, a non-refundable 2% fee will be added at the payment stage. The amount is not capped and there is no minimum charge. Fees will not be charged for payment via debit cards or direct bank transfer.

#### **9. Joining Instructions and pre-course work**

Joining instructions and pre-course work including venue details and start times are sent via email directly to fully paid delegates at least 7 (seven) days before the event. If you have not paid for your place you will be contacted to confirm your place by making payment (**Please note joining instructions and pre-course work will not be sent until payment is confirmed**). Once this has been done the services is deemed to have started under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

#### **10. Intellectual property rights (including copyright)**

All materials (“Bar Council materials”) provided for Bar Council courses and events including graphics, code, text products, software, audio, music and design are owned by the Bar Council or Bar Councils’ third party course and event providers. No content in whole or in part of the Bar Council materials may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without the prior written permission of the Bar Council. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of the Bar Council, or in the case of material licensed to the Bar Council, the owner of such materials.

#### **11. Booking Cancellations**

The customer will be liable for the following charges. All cancellations must be received in writing. Time period before course/event date that the cancellation is made charge to customer is:

<b>Time period before course/event date the cancellation is made</b>	<b>% of course fee</b>
More than 31 working days	No charge
21-30 Working days	30% of the course
20 working days	Full course fees

Upon receiving the joining instructions or when booking 30 working days or less prior to course/event start date, you agree that the service provided by the Bar Council is deemed to have commenced.

**12. Transfers In the event that a delegate wishes to transfer his booking to another training course/event**

A 10% administration fee can be charged if the transfer is requested under 31 working days of the original course/event start date.

**13. Substitution Delegate substitution may be made at any time.**

If the membership status of the delegate changes, the fee payable will be amended accordingly.

**14. Non-EU Delegates**

The Bar Council welcomes delegates from overseas but if you are resident outside the European Union (EU) you should ensure that you have a valid visa and can comply with all immigration requirements before booking a Bar Council Course. Please note that Bar Council training and events do not qualify you for a student visa or for entry to the UK or other EU countries. Visa information is given on [www.ukvisas.gov.uk](http://www.ukvisas.gov.uk). If you wish to apply for entry to the UK you should contact your nearest British Mission that offers a visa service. A full list of UK Overseas Missions is given on [www.fco.gov.uk](http://www.fco.gov.uk). The Bar Council cannot process bookings from outside the EU without full payment in advance. Once payment has been made, cancellation fees are payable in accordance with our terms and conditions. If you do not have a visa before applying and you are unable to obtain one, cancellation fees will be levied. Any travel costs or any other expenses whatsoever incurred are entirely the delegate's responsibility.

**19. Specific needs**

The Bar Council aims to ensure that its events are accessible to all. If you have any specific needs, such as dietary or access requirements, please advise us at the earliest possible time and we will do our best to accommodate your needs. It is the responsibility of delegates to inform the Bar Council about any special requirements they may have.

**20. The Bar Council bank details**

Name of bank: Messrs Child & Co

Account name: The General Council of the Bar

Address: 1 Fleet Street

London

EC4Y 1BD

Sort Code : 15-80-00

Account No: 66050206

Please email a copy of your bank receipt to our Training and Events Team ([TrainingandEvents@BarCouncil.org.uk](mailto:TrainingandEvents@BarCouncil.org.uk)) ensuring you quote your full name, course or event name and date and booking number.

## **21. Contact details for the Training and Events Team**

Telephone: +44 (0) 207 611 1329

Email enquiries: [TrainingandEvents@BarCouncil.org.uk](mailto:TrainingandEvents@BarCouncil.org.uk)

Address: 289-293 High Holborn, London, WC1V 7HZ

VAT number: 404524779

## **22. Complaints Procedure**

The Bar Council are committed to providing a high standard of customer care. If you are not happy with any element of the service that you have received from the Training & Events team, in the first instance please contact the Training and Events Manager.

[TrainingnadEvents@BarCouncil.org.uk](mailto:TrainingnadEvents@BarCouncil.org.uk)