



## **Facilities Management Professional Qualifications Business to Business Contract**

Xenon Management Training and Recruitment Ltd (t/a Xenon Group) aims to provide the best possible training. These terms and conditions are set out to enable us to run training events effectively and all students enrolled on Xenon Group courses are subject to these terms and conditions.

These terms and conditions are applicable only for Business to Business contracts i.e. if your company is funding the qualification. If you are funding the course yourself, please see our [B2C terms and conditions](#).

Please be aware that during your enrolment you will be certifying that you have the full permission of your business to commit your business to the payment of your fees. To protect your interests, it is strongly recommended that you have this agreement, between you and your business, in writing should a Purchase Order not be provided to us. If your business does not subsequently agree to pay your fees, your enrolment will be transferred to be a personal commitment. By continuing with your enrolment, you are agreeing to this transfer which will be subject to our [B2C terms and conditions](#).

### **Terms and Conditions**

Any request for a contract cancellation will be recorded and any request to do, with the reason for doing so, is to be sent by email to [accounts@xenongroup.co.uk](mailto:accounts@xenongroup.co.uk) with a copy by post to the Course Administrator, The Xenon Group, Carrwood Park, Selby Road, Leeds LS15 4LG, with a copy and proof of posting being retained by the student should it be required by the Xenon Group.

### **Workshops & Blended Learning**

1. On receipt of the enrolment form, an invoice will be generated and forwarded to the student or client accounts payable department as notified to us on your enrolment form. Payment must be received within 30 days of the invoice date and in any event prior to the release of all course material. No other payment terms and conditions will be accepted without prior agreement.
2. In the event of Xenon Group training staff sickness or other unavoidable absence, the Xenon Group reserves the right to cancel a workshop and undertakes to re-establish the workshop within 4 weeks or at mutual convenience. In the event of low student numbers for a particular workshop, the Xenon Group reserves the right, for economic reasons, to delay the workshop or to require a student to attend the same workshop at a different centre by agreement. As the workshop programmes are disseminated up to 12 months in advance, and our workshop venues operate cancellation or amendment fees, students are required to give the Xenon Group a minimum of 7 days' notice of their workshop non-attendance. Alternative venues or dates may be available for an additional venue fee for notice given within this timescale. Annual leave or high business workloads are not acceptable as reasons for not being able to attend published workshops, although changes arising from accident, acute illness or close family bereavement will always be sympathetically considered.
3. In the unlikely event of any disruption to the course, or malpractice by any student, the Xenon Group reserves the right to suspend or remove the individual from the course. Under these circumstances, no refund of course fees will be made. Examples of malpractice by students include, but are not limited to, plagiarism of other student's assignments, inappropriate use of email and internet including the Xenon Group Academy system, offensive, objectionable or insulting behaviour, bullying or harassment in any form towards Xenon staff or other Xenon students.
4. The Xenon Group shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from the occurrence of circumstances beyond its reasonable control including without limitation: (a) The performance of this agreement by either party is subject to acts of God, government authority orders or mandates, disasters, strikes, civil disorders, or other emergencies (including pandemics), which specifically impact the facilities and/or services for the event by making it illegal or impossible for the Xenon Group to provide the facilities and/or services for the event, or that directly prevent at least 50% of the Xenon Group's attendees from travelling to any venue for the event. The Xenon Group shall be excused for such reasonable time as may be required to resume performance following cessation of such cause.

5. In the event of a student deciding to withdraw from the course no refunds will apply and where staged payments have been agreed the remaining balance will still be due. Student corporate enrolments are not transferrable and will last for two years from the date of receipt of fees. Extensions beyond two years may be available for additional fees.
6. Where staged payments have not been maintained, any staged payment facility will be withdrawn, and the balance of payments will be due immediately.
7. The price quoted will include lunch for daytime workshops (evening classes will not include a meal) and continual refreshments throughout the course. Travel, overnight accommodation and meals outside the course times are not included.
8. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under The Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 if we are not paid according to agreed terms. For the avoidance of doubt, costs will also include recovery of our legal costs under the European Directive 2011/7/EU on combating late payment in commercial transactions.
9. The Xenon Group will provide students with resource material for successful completion of the course.
10. All Xenon training courses are delivered within a management environment with inevitable interaction with other management level course students or with external organisations. So as not to cause offence to other Xenon course students, or to other building occupants, the Dress Code on all courses is Professional Smart Casual. Distressed jeans, shorts, T-shirts, football shirts and trainers or similar attire are not permitted.
11. All training venues used by Xenon Group are non-smoking venues. Outside smoking areas are provided and details will be given at the commencement of each course.
12. All rights, including copyright in the content of the Xenon Group teaching material, are owned or controlled by Xenon Management, Training and Recruitment Limited. ALL RIGHTS RESERVED  
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#### **Terms and Conditions – Distance Learning.**

13. On receipt of the enrolment form, an invoice will be generated and forwarded to the student or client accounts payable. Payment must be received within 30 days of the invoice date and in any event prior to the release of the course material. No other payment terms and conditions will be accepted without prior agreement.
14. In the unlikely event of any disruption to the course, or malpractice by any student, the Xenon Group reserves the right to suspend or remove the individual from the course. Under these circumstances, no refund of course fees will be made. Examples of malpractice by students include, but are not limited to, plagiarism of other student's assignments, inappropriate use of email and internet including the Xenon Group Academy system, offensive behaviour towards Xenon staff or other students, objectionable or insulting behaviour, bullying or harassment in any form.
15. In the event of a student deciding to withdraw from the course no refunds will apply and where staged payments have been agreed the remaining balance will still be due. Where staged payments have not been maintained, the staged payment facility will be withdrawn, and the balance of payments will be due immediately.
16. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under The Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 if we are not paid according to agreed terms. For the avoidance of doubt, costs will also include recovery of our legal costs under the European Directive 2011/7/EU on combating late payment in commercial transactions.
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