



# ISA Certified Arborist Exam Preparation Course

## Course Programme

**Course Delivery:** The course will be delivered Online, over a total of 6 days, on set Tuesdays.

**Period of Study:** Starting 27th January 2026 (Further dates below)

**Course Times:** 10am-12noon and 2-4pm each day, with one break from 12noon-2pm.

**Cost of Course:** £950 + VAT per learner

**Tutor:** Andrew Summerley (Director of Tree Life)

**Learner's responsibility for the course:** Purchase a 4<sup>th</sup> Edition ISA Study Guide, register with the ISA for the exam, complete their application and entry for the exam with the ISA.

This course will take place through Microsoft Teams; learners are expected to be able to join a Teams video call on each of the dates given below. A Teams invitation will be sent to the email provided in the application form.

Microsoft Teams is free and is available on PC, Mac, Android and iOS at <https://www.microsoft.com/en-gb/microsoft-365/microsoft-teams/download-app> or in your internet browser at <https://teams.microsoft.com>. Please note that this course will be recorded for internal purposes only, the recordings will not be made available afterwards as this is intended to be a live course.

## What is the ISA Certified Arborist?

From the ISA themselves:

*"The ISA Certified Arborist designation sets you apart as someone with the commitment, dedication, and knowledge to succeed. The ISA's most popular credential, the ISA Certified Arborist program is accredited by the ANSI National Accreditation Board (ANAB) for meeting or exceeding ISO 17024 standards for certification bodies.*

*To earn an ISA Certified Arborist credential, you must be trained and knowledgeable in all aspects of arboriculture. ISA Certified Arborists must also adhere to the [Code of Ethics](#) that strengthens the credibility and reliability of the workforce.*

*This certification covers a large number of topics giving the candidates flexibility in the arboricultural profession."*

For more information on how to become an ISA Certified Arborist including the registration, application guide, exam information and the Code of Ethics, please visit [International Society of Arboriculture > Credentials > Types of Credentials > ISA Certified Arborist](#)

## How do I register with the ISA and book the exam, and what are the ISA's eligibility criteria?

Please visit [International Society of Arboriculture > Credentials > Types of Credentials > ISA Certified Arborist](#) to find the ISA's Certified Arborist Application Guide and information on the options for meeting the eligibility criteria. You must read this carefully before applying to Tree Life's Exam Preparation Course, as these are the requirements set by the ISA for application for the ISA Certified Arborist® Exam.

## Course Notes:

Please note that although the timetabled sessions will provide as much guidance as time permits, a great deal of the learning will take place between those sessions and will remain the responsibility of each individual learner. The 'Certified Arborist' was devised initially as a qualification to be achieved through self-study, and that underpinning principle still very much applies to this exam preparation course. Access to the published 'Study Guide' (Currently 4<sup>th</sup> Edition) will be an essential part of the process.

Much of the required information for the practical elements will in fact come from the learners' own work experience; the six sessions will concentrate on underlying theory rather than practice.

The qualification is awarded after successful completion of the exam set by the ISA: it will be the learners' responsibility to enter themselves for and meet the costs of that examination. This course does not include the exam and Tree Life cannot book the exam or complete any part of the ISA process for the learner.

Online Homework questions will be available on the Learner Portal following each session; learners are expected to attempt these in between each session. The homework questions remain open throughout the course to enable learners to use these as part of their self-guided revision, and these can be retaken as many times as a learner wishes.

The intended sequence for the six sessions is as follows:

Day	Subject areas	Chapter no.	Date
1	Tree Biology and Tree identification	1	27th January 2026
		2	
2	Soil Science and Water Management	3	10th February 2026
		4	
3	Tree Nutrition and Fertilisation Tree Selection and Installation and Establishment	5	24th February 2026
		6	
		7	
4	Diagnosis and Plant Disorders Plant Health Care Tree Risk Assessment and Management	10	10th March 2026
		11	
		12	
5	Trees and Construction Urban Forestry	13	24th March 2026
		14	
6	Pruning Tree Support and Lightning Protection Tree Worker Safety Climbing and Working in Trees	8	7th April 2026
		9	
		15	
		16	

The Course Manager and tutor for the six sessions will be Andy Summerley: Andy's contact details are:

E mail: [andy@treelifeac.co.uk](mailto:andy@treelifeac.co.uk) Office phone: 01536 744052 Mobile: 07949 228690

On occasions learners may be directed to the Tree Life Portal for additional information and/or homework exercises. The portal is managed by Pip, whose contact details are:

E mail: [admin@treelifeat.co.uk](mailto:admin@treelifeat.co.uk) Office phone: 01162 606939 Mobile: 07773 132009 (Keely)

To apply, please complete the Application Form below and send this in to [admin@treelifeat.co.uk](mailto:admin@treelifeat.co.uk) by email. By completing and submitting the form you are agreeing to the Terms and Conditions as laid out below.

# Tree Life Application Form

## ISA Cert Arb

By completing and submitting this form you are agreeing to the Terms and Conditions as laid out below.

\* Required

### Applicant Contact Information

Which course(s) are you booking? Please include the date(s)\*

--

Forename(s) \*

Surname \*

Middle Name

Title (Mr, Ms etc)

Email Address \*

Mobile Phone \*

Home Address \*

How did you initially hear about the course?

### Applicant Further Details

Support and Medical \*

Do you have any medical conditions or learning difficulties we should be aware of?

Emergency Contact \*

Name, Phone Number and Relationship to Applicant

**Relevant Qualifications and Experience: \***

Please list your current qualifications and list any experience you believe is relevant to the course you wish to undertake, so that we can ensure you have the pre-requisites for your course. **Please include your eligibility for the ISA Cert Arb Exam.**

--

**Company or Employer Contact Details if applicable**

Company *	
Job Title *	
Business Address	
Business Phone	

**Payment Details**

**Payment Information \***

I have paid by BACS		
I have paid by Paypal		
I enclose an Order Number for an invoice to be sent by Tree Life		
Deposit Payment Reference or Order Number <i>Please enter your BACS reference, Paypal email or Order Number here.</i>		
Address where invoices/receipts for deposits and full payment are to be sent: *	Invoice to Home	
	Invoice to Work	

Invoices will be addressed to the option you choose. All invoices will be sent by email; if there is a specific address for invoices please let us know in the box below.

<p><b>Other Address</b> Specified address for invoices if different to the address selected above. Please include email address. Invoices will be sent out by email.</p> <p>If there is any additional information Tree Life should be aware of for invoices, please feel free to add this to this box. Purchase orders can be sent to <a href="mailto:admin@treelifeat.co.uk">admin@treelifeat.co.uk</a></p>	
<p><b>Additional Comments</b></p>	
<p><b>Applicant Signature in the form of a typed name *</b></p>	
<p><b>Applicant Signature Date: *</b></p>	
<p><b>Authorisation Signature in the form of a typed name if employer is paying course fees:</b> Authorised person's typed signature, name and position.</p>	
<p><b>Authorisation Signature Date:</b></p>	

By completing and submitting this form you are agreeing to the Terms and Conditions as laid out below.

**Tree Life BACS Details:**

Account Name: Tree Life Arboricultural Training Ltd

Account Number: 55438180

Sort Code: 606006

Reference: The learner's name

**Tree Life Terms and Conditions:****1 Definitions and interpretation**

1.1 In these Conditions the following definitions apply:

<b>Application</b>	the application from the Supplier entitled 'Tree Life Application Form' for any Course placed by the Learner and/or Organisation
<b>Applicable Law</b>	all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national
<b>Business Day</b>	a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England
<b>Conditions</b>	the Supplier's terms and conditions that govern the provision of Courses as set out in this document
<b>Confidential Information</b>	any information relating to the Course, Course Documentation know-how which is confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract
<b>Confirmation Email</b>	has the meaning given to it in clause 2.5
<b>Contract</b>	the agreement between the Supplier and the Learner and/or Organisation for the supply and purchase of any Course incorporating these Conditions and the Application
<b>Control</b>	has the meaning given to it in section 1124 of the Corporation Tax Act 2010
<b>Course</b>	any course relating to arboriculture provided by the Supplier
<b>Course Documentation</b>	all written, spoken and electronic information held, used or transmitted by or on behalf of the Supplier, in whatever media, including information and data held on computer systems, hand-held devices, tablets or other portable or electronic

	devices, telephones, paper records and information transmitted
<b>Course Information Handbook</b>	means the course information handbook version 2 of the Supplier in relation to any Course and emailed to the Learner with the Application and these Conditions
<b>Equipment</b>	the equipment described in the Application
<b>Force Majeure</b>	an event or sequence of events beyond the Supplier's reasonable control preventing or delaying it from performing its obligations under the Contract including without limitation strikes, lock-outs, labour disputes, acts of God, natural disasters, war, riots, civil commotion, malicious damage, imposition of sanctions, embargo, law, governmental order, rule, regulation or direction, accident, fire, explosion, building collapse, flood, drought, storm, pandemic or epidemic, nuclear or chemical or biological contamination, terrorism, illness unavailability or other unforeseen circumstances affecting any Course tutor, technical issues or other operational disruptions but excluding the inability to pay by the Learner and/or Organisation or circumstances resulting in the inability to pay by the Learner and/or Organisation
<b>Learner</b>	the named individual in the Application who has agreed to undertake a Course and whose details are set out in the Application at page 1
<b>Intellectual Property Rights</b>	copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case: <ul style="list-style-type: none"><li>(a) whether registered or not</li><li>(b) including any applications to protect or register such rights</li><li>(c) including all renewals and extensions of such rights or applications</li></ul>

- (d) whether vested, contingent or future
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing

**Invention**

any invention, idea, concept, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any material form: (i) created or provided by the Learner (either alone or jointly with others) (ii) arising out of this Contract or in connection with any Course (whether or not during the Course or using Supplier's resources);

**Organisation**

the organisation, company or other entity that employs or engages the Learner and whose details are set out in the Application

**Price**

has the meaning set out in clause 3.1

**Supplier**

Tree Life Arboricultural Training Limited, a company incorporated and registered in England and Wales with company number 11148750, whose registered address is at Braemar Court 1319 Melton Road, Syston, Leicester, United Kingdom, LE7 2EN

**VAT**

value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services

**Works**

without limitation any and all works of authorship, products, materials, research, processes, systems, programs, formulae, component lists, operating and training manuals, databases, instructions, manuals, brochures, catalogues, process descriptions, know-how, data, diagrams, charts, results, reports, information, methodologies, designs, documents, models, prototypes, sketches, drawings, plans, photographs, specifications and studies created or provided by the Learner (either alone or jointly with others) in connection with any Course or arising from the Contract (whether or not during the Course or using Supplier resources).

- 1.2 In these Conditions, unless the context requires otherwise:
- 1.2.1 a reference to the Contract includes these Conditions, the Application, and their respective schedules, appendices and annexes (if any);
  - 1.2.2 any clause, or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
  - 1.2.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
  - 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
  - 1.2.5 words in the singular include the plural and vice versa;
  - 1.2.6 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form which includes email but not fax;
  - 1.2.7 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract;
  - 1.2.8 a reference to legislation includes all subordinate legislation made from time to time under that legislation;
  - 1.2.9 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words; and
  - 1.2.10 except where expressly stated in these Conditions, the liabilities and obligations of the Learner and the Organisation are joint and several.

## **2 Application of these Conditions**

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Learner and/or Organisation and govern the provision of Courses by the Supplier. They supersede any previously issued terms and conditions of purchase or supply. By applying for a Course the Learner and/or Organisation agree to these Conditions.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the purchase conditions, order, confirmation of order, specification or other document of the Learner and/or Organisation shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 2.3 Each Application by the Learner and/or Organisation to the Supplier shall be an offer to purchase a Course from the Supplier subject to the Contract including these Conditions.
- 2.4 If the Supplier is unable to accept an Application, it shall notify the Learner and/or Organisation in writing as soon as reasonably practicable.
- 2.5 The Supplier may accept or reject an Application at its discretion. An Application shall not be accepted, and no binding obligation to supply any Course shall arise, until the Supplier emails the Learner and/or Organisation to confirm acceptance of the Application (**Confirmation Email**). Rejection by the Supplier of an Application, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Learner and/or Organisation.

- 2.6 Marketing and other promotional material relating to the Courses are illustrative only and do not form part of the Contract.

### **3 Prices and Payment**

- 3.1 The price for any Course shall be as set out in the Course Information Handbook or, where no such provision is set out, shall be as advised by the Supplier from time to time before the date the Application is placed (the **Price**).
- 3.2 All Prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate.
- 3.3 The Supplier accepts payment by such means as advised by the Supplier to the Learner and/or Organisation in writing.
- 3.4 If payment is made by credit or debit card, by making payment, the Learner and/or Organisation making the payment warrants that all credit card and debit card payments are authorised by the relevant card issuer.
- 3.5 The Supplier shall invoice the Learner and/or Organisation partially or in full at any time following acceptance of the Application.
- 3.6 The Learner and/or Organisation shall pay all invoices:
- 3.6.1 in full without deduction or set off, in cleared funds within 30 (thirty) days of the date of each invoice or as otherwise indicated by the Supplier in writing; and
- 3.6.2 to the bank account nominated by the Supplier in writing.
- 3.7 For the avoidance of doubt, the Price is payable in full even in the event that a Learner is no longer engaged or employed by the Organisation.
- 3.8 Where sums due under these Conditions are not paid in full by the due date the Supplier may charge interest on the balance outstanding at the rate of 4 (four) points per year above NatWest's base rate.
- 3.9 The Supplier may increase the Price with immediate effect by written notice to the Learner and/or Organisation where there is an increase in the direct cost to the Supplier of providing the relevant Course and which is due to any factor beyond the control of the Supplier.

### **4 Warranties and Acknowledgement**

- 4.1 The Supplier warrants that, at the time of performance, the Courses shall:
- 4.1.1 conform in all material respects to their description
- 4.1.2 be free from material defects; and
- 4.1.3 be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13.
- 4.2 The Learner and/or Organisation warrant that at all times and in all respects
- 4.2.1 the individual acting on behalf of the Organisation to apply for the Course is duly authorised by the Organisation and has the authority to make the Application;
- 4.2.2 they shall not reveal, misuse, pass, share or permit access in relation to log in details provided by the Supplier to or with any third party;
- 4.2.3 they shall follow, cooperate with and adhere to all lawful instructions, policies and procedures of the Supplier from time to time;

- 4.2.4 the Learner has the technical equipment, software and other items to access any relevant online Course, Course Documentation and other resources as may be required by the Supplier;
  - 4.2.5 the Learner shall conduct themselves in a respectful and considerate manner;
  - 4.2.6 they shall follow and adhere to all lawful instructions, policies and procedures of any venue provider where a Course takes place;
  - 4.2.7 the Learner and/or the Organisation has obtained and maintained all necessary licences, permits and consents required to enable the Supplier to provide the relevant Course;
  - 4.2.8 any work carried out or submitted in relation to a Course is the Learner's own original work and has not been plagiarised;
  - 4.2.9 the Learner agrees not to use artificial intelligence (AI) tools or software to write, assist in writing or generate any part of the work they submit as part of their Course;
  - 4.2.10 all information provided by the Learner and/or Organisation to the Supplier or a representative of the Supplier or on its behalf is true, accurate and not misleading;
  - 4.2.11 the Learner will submit work by the relevant deadlines and attend all classes and tutorials; and
  - 4.2.12 the Learner will promptly inform the Supplier of any change in their circumstances, or failure to meet deadlines or attend the Course classes and tutorials.
- 4.3 By submitting any work, the Learner confirms that they are not in breach of clauses 4.2.8 and 4.2.9 of these Conditions.
- 4.4 During the Course, all communications regarding Course details, feedback and results will be provided to the Learner.
- 4.5 The Learner acknowledges and agrees that upon written request from the Organisation, the Supplier may at its discretion disclose the following information regarding the Learner to the Organisation:
- 4.5.1 confirmation of the Learner's enrolment and attendance on a Course; and
  - 4.5.1 performance, feedback and results of the Learner in relation to the Course.
- 4.6 Except as set out in this clause 4 the Supplier:
- 4.6.1 gives no warranties and makes no representations in relation to any Course, and
  - 4.6.2 shall have no liability for their failure to comply with the warranty in clause 4.1.
- 4.7 All warranties and conditions (including the conditions implied by ss 13–15 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 4.8 The Learner and/or Organisation agree and acknowledge that all written, spoken and electronic information held, used or transmitted by or on behalf of the Supplier, in whatever media, including information and data held on computer systems, hand-held devices, tablets or other portable or electronic devices and telephones and paper records, and information transmitted orally, relating to the Supplier, any Course, Course Documentation and other third parties with whom the Supplier engages or does

business, remains the Supplier's property at all times, no matter what format it is in, where it is stored or how it is accessed.

## **5 Course Extensions**

- 5.1 Any Learner and/or Organisation that wishes to extend a Learner's Course enrolment in certain Courses:
  - 5.1.1 may do so subject to the Supplier's written approval, for an additional period up to 12 (twelve) months;
  - 5.1.2 must submit a request for extension to the Supplier in writing before the original Course end date; and
  - 5.1.3 will be subject to additional fees, which will be advised by the Supplier at the time of the extension request.
- 5.2 The approval of any Course extension request is at the sole discretion of the Supplier.
- 5.3 These Conditions apply to any Course extensions approved by the Supplier in writing.

## **6 Equipment**

- 6.1 Subject to these Conditions, the Supplier agrees to hire the Equipment to the Learner and/Organisation for a period of time as specified by the Supplier in writing.
- 6.2 The Supplier shall at all times retain ownership of the Equipment and the Learner and/or Organisation shall not do or allow anything which might adversely affect the Supplier's right, title or interest in the Equipment.
- 6.3 The Learner and/or Organisation shall:
  - 6.3.1 operate and use the Equipment only for the purposes for which it was designed and in accordance with the Supplier's instructions;
  - 6.3.2 maintain the Equipment in good working condition and repair and not modify the Equipment; and
  - 6.3.3 immediately notify the Supplier if the Equipment becomes damaged, broken or lost.
- 6.4 The Learner and/or Organisation shall not:
  - 6.4.1 create, or allow to be created over the Equipment any lien, charge or other security;
  - 6.4.2 lend, lease, sell or otherwise part with possession of the Equipment;
  - 6.4.3 do anything that causes the Supplier's insurance of the Equipment to become void or voidable; and
  - 6.4.4 remove or alter any identifying mark on the Equipment.
- 6.4 The Supplier may inspect the Equipment at any time and the Learner and/Organisation shall permit it access and co-operate with the Supplier to do so.
- 6.5 Risk in the Equipment shall pass to the Learner and/or Organisation on delivery.

## **7 Limitation of liability**

- 7.1 The extent of the Supplier's liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 7.
- 7.2 Subject to clause 7.5, the Supplier's total liability shall not exceed the sum of £500,000 (five hundred thousand pounds).
- 7.3 Subject to clause 7.5, the Supplier shall not be liable for consequential, indirect or special losses.
- 7.4 Subject to clause 7.5, the Supplier shall not be liable for any of the following (whether direct or indirect):
- 7.4.1 loss of profit;
  - 7.4.2 loss of revenue;
  - 7.4.3 loss or corruption of data;
  - 7.4.4 loss or corruption or incompatibility of software or systems or technological failure;
  - 7.4.5 loss or damage to equipment;
  - 7.4.6 loss of use;
  - 7.4.7 loss of production;
  - 7.4.8 loss of contract;
  - 7.4.9 loss of commercial opportunity;
  - 7.4.10 loss of savings, discount or rebate (whether actual or anticipated);
  - 7.4.11 loss or damage to personal property;
  - 7.4.12 harm to reputation or loss of goodwill;
  - 7.4.13 delay, actions, omissions or failure caused by the Learner and/ or Organisation;
  - 7.4.14 wasted expenditure.
- 7.5 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 7.5.1 death or personal injury caused by negligence;
  - 7.5.2 fraud or fraudulent misrepresentation; and
  - 7.5.3 any other losses which cannot be excluded or limited by Applicable Law.
- 7.6 The Learner and/or Organisation shall indemnify and keep indemnified on demand and hold harmless the Supplier from and against any and all claims, demands, actions, proceedings, costs, expenses (including legal costs and disbursements), liabilities, losses and damages suffered or incurred by it arising out of or in connection with and breach of the Contract by the Learner and/or Organisation.

## **8 Intellectual property**

- 8.1 Any Course, Course Documentation, Course Information Handbook and Confidential Information, including but not limited to text, graphics, audio visual content, information and any other resources no matter what format it is in provided by or on behalf of the Supplier including Intellectual Property Rights contained therein is owned or licensed by

the Supplier. Learners are permitted to use the same solely for the purposes of study and completing the relevant Course.

- 8.2 Learners may not modify, misuse, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information relating to any Course, Course Documentation, Course Information Handbook and Confidential Information described in clause 8.1 without the Supplier's prior written consent.
- 8.3 The Learner and/or Organisation acknowledge that all Intellectual Property Rights in any Inventions and/or Works and all materials embodying them will automatically belong to the Supplier.
- 8.4 To the extent that legal title in any Intellectual Property Rights in any Inventions or Works does not automatically vest in the Supplier pursuant to clause 8.4 the Learner and/or Organisation hereby assign (by way of present and future assignment) with full title guarantee all Intellectual Property Rights in any Inventions and/or Works to the Company including (with effect from their creation) all materials embodying such rights to the fullest extent permitted by law.
- 8.5 The Learner and/or Organisation acknowledge that except as provided by law, no further remuneration or compensation is or may become due to them in respect of your compliance with this clause 8.
- 8.6 The Learner and/or Organisation shall promptly at the request of the Supplier execute all documents and do all things necessary or desirable to vest ownership of Intellectual Property Rights in any Invention or Works or otherwise belonging to the Supplier in the Supplier or its nominee to apply for registration of Intellectual Property Rights, and to protect and maintain the Intellectual Property Rights, where appropriate throughout the world, and as the Supplier may specify for the full term of those rights.

## **9 Processing of personal data**

The Supplier will process personal data and special category data relating to the Learner and/or Organisation in accordance with its data protection privacy notice.

## **10 Force majeure**

The Supplier shall not have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. If the Supplier is subject to the Force Majeure event, it shall promptly notify the Learner and/or Organisation in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues, the Supplier may at its discretion terminate the Contract by written notice to the Learner and/or Organisation or subject to availability the Supplier may at its sole discretion offer the Learner and/or Organisation an option to transfer to a rescheduled Course Date or alternative Course.

## **11 Termination**

- 11.1 The Supplier may terminate the Contract at any time by giving notice in writing to the Learner and/or Organiser if:
- 11.1.1 the Learner and/or Organiser commit a breach of Contract;
  - 11.1.2 the Learner is adjudged bankrupt or dies or becomes a patient for the purposes of any statute relating to mental health;

- 11.1.3 the Learner and/or Organiser commit a material breach of the Contract which is capable of being remedied and such breach is not remedied within 5 (five) days of receiving written notice of such breach;
  - 11.1.4 the Learner and/or Organiser has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 10 (ten) days after the Supplier has given notification that the payment is overdue; or
  - 11.1.5 any consent, licence or authorisation held by the Learner and/or Organisation is revoked or modified such that the Learner and/or Organisation is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 11.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Learner and/or Organisation if the Organisation:
- 11.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
  - 11.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
  - 11.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
  - 11.2.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
  - 11.2.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
  - 11.2.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
  - 11.2.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
  - 11.2.8 has a resolution passed for its winding up;
  - 11.2.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
  - 11.2.10 suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
  - 11.2.11 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 (seven) days of that procedure being commenced;
  - 11.2.12 has a freezing order made against it;
  - 11.2.13 is subject to any events or circumstances analogous to those in clauses 11.2.1 to 11.2.13 in any jurisdiction;
  - 11.2.14 if the Organisation undergoes a change of Control.
- 11.3 If the Learner and/or Organisation becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 11, it shall immediately notify the Supplier in writing.
- 11.4 Any termination request by the Learner and/or Organisation after the Confirmation Email shall be submitted to the Supplier in writing immediately and without delay. Such

termination shall be effective from the date the Supplier acknowledges the termination in writing.

- 11.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the parties at any time up to the date of termination.
- 11.6 At the end of the Course or on termination of the Contract for any reason:
- 11.6.1 the Supplier shall immediately stop provision of the Course to the Learner;
  - 11.6.2 the Price in connection with the relevant Course shall remain payable by the Learner and/or Organisation, this applies to all sums payable for the duration of the Course regardless of whether due;
  - 11.6.3 the Supplier shall promptly invoice the Learner and/or the Organisation for the whole amount of the outstanding Price that remains payable regardless of whether due;
  - 11.6.4 any payments that have been paid to the Supplier prior to the termination date are non-refundable;
  - 11.6.5 the Supplier shall not have any liability and shall not be liable for any losses costs or expenses incurred by the Learner and/or Organisation as a result of termination under any circumstances, including but not limited to transportation, accommodation, equipment, food and other expenses;
  - 11.6.6 all rights granted to the Learner and/or Organisation shall immediately cease;
  - 11.6.7 the Learner and/or Organisation shall destroy or return any materials or other property belonging to the Supplier then in its possession and control as may be requested by the Supplier; and
  - 11.6.8 the Learner and/or Organisation shall return the Equipment to the Supplier in accordance with the Supplier's instructions.
- 11.7 The following clauses of these Conditions shall survive termination, however so caused, clause 3 (price and payment), clause 6 (equipment) clause 7 (limitation of liability), clause 8 (intellectual property), clause 11 (termination), clause 12 (notices) clause 23 (third party rights), clauses 25 and 26 (governing law and jurisdiction) together with any other provision of these conditions which expressly or by implication is intended to survive termination.

## **12 Notices**

- 12.1 Any notice or other communication given by a party under these Conditions shall:
- 12.1.1 be in writing and in English;
  - 12.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
  - 12.1.3 be sent to the relevant party at the addresses set out below:
    - 11.1.3.1 for the Learner and/or Organisation by hand, post or email: the address or email address stated in the Application; and
    - 11.1.3.2 for the Supplier by hand or post: the registered office address or by email to [keely@treelifeac.co.uk](mailto:keely@treelifeac.co.uk) and [admin@treelifeac.co.uk](mailto:admin@treelifeac.co.uk)
- 12.2 Notices may be given, and are deemed received:
- 12.2.1 by hand: on receipt of a signature at the time of delivery;

12.2.2 by post: at 9.00 am on the second Business Day after posting;

12.2.3 by Royal Mail International Signed post: at 9.00 am on the fourth Business Day after posting; and

12.2.4 by email: on receipt of a delivery email from the correct address.

12.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 12.1 and shall be effective:

12.3.1 on the date specified in the notice as being the date of such change; or

12.3.2 if no date is so specified, 5 (five) Business Days after the notice is deemed to be received.

12.4 All references to time are to the local time at the place of deemed receipt.

12.5 This clause does not apply to notices given in legal proceedings or arbitration.

### **13 Cumulative remedies**

The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.

### **14 Time**

Unless stated otherwise, in relation to the Learner and/or Organisations obligations only, time is of the essence of any date or period specified in the Contract.

### **15 Entire agreement**

15.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

15.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

15.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

### **16 Variation**

The Supplier shall be entitled to modify or update these Conditions at any time. Any such modifications or updates shall be communicated to the Learner and/or Organisation in writing or made available on the Supplier's website.

### **17 Assignment**

The Learner and/or Organisation may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.

### **18 Set off**

18.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Learner and/or Organisation under the Contract

18.2 The Learner and/or Organisation shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

**19 No partnership or agency**

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

**20 Equitable relief**

The Learner and/or Organisation recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Learner and/or Organisation acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

**21 Severance**

21.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

21.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

**22 Waiver**

22.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

22.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

**23 Third party rights**

23.1 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

**24 Concerns or complaints**

In the event of any concerns or complaints by the Learner and/or Organisation, all such concerns and complaints will be handled in accordance with the Supplier's grievance and appeals policy which can be requested from the Supplier in writing.

**25 Governing law**

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

**26 Jurisdiction**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).