

Terms and Conditions

These terms (together with the documents referred to in them) are the terms and conditions on which we (“we”, “us” or “**Mishcon**” means Mishcon de Reya, a partnership, of Summit House, 12 Red Lion Square, London WC1R 4QD will provide the 'CFE Exam Review Course' (“**Course**”) to you (“**you**” means the individual for whom registration is completed and who will attend the Course) and is to be read in conjunction with the information about the Course available on the Website (“**Course Information**”). If there is an inconsistency between any of the provisions of these terms and conditions and the Course Information, the provisions of these terms and conditions shall prevail. Please read these terms and conditions carefully before booking the Course. You should understand that by booking a Course, 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 the Course

Bookings for Course can be made via our website at: <http://www.mishcon.com> or by contacting Jessi Cox on +44 20 7406 6147 or at jessi.cox@mishcon.com.

It is a condition of attending the Course that you have never been convicted of any offence that would be deemed to be a felony or misdemeanour involving moral turpitude if it had occurred in the United States of America. (Moral turpitude includes any offence that calls in to question the integrity or judgment of the offender for example (but not limited to) fraud, bribery, corruption, theft, embezzlement, and/or solicitation. In booking the cause you confirm

2. ACFE Membership

Please note, you must be an associate member of the Association of Certified Fraud Examiners (“**ACFE**”) in order to attend the Course. If you are already a member of the ACFE please provide your ACFE Membership Number on registration.

If you are not a member of the ACFE, one year's membership of ACFE is included in the Course price. You will be contacted by ACFE directly after we have received full payment of the Course fee and they will provide details for activating your ACFE membership.

Membership of the ACFE is a privilege and not a right. You agree to abide by the Bylaws and Code of Professional Ethics of the ACFE.

The main course materials are provided by ACFE after activation of your ACFE membership (**ACFE Materials**). As soon as you have been provided with access to the ACFE Materials, the services are deemed to have started under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

3. Provisional bookings

When booking a Course online, acknowledgement of the booking request is emailed within 1 working day after the request is received by us. Where a booking made online, by email or over the telephone is not accompanied by full payment the booking will be deemed to be provisional (“**Provisional Booking**”). Provisional Bookings will only be held for 14 days after the booking request is made. If full payment is not received within 14 days of booking, any such Provisional Booking will be cancelled.

When payment has been received in full the individuals' place on the Course will then be confirmed and a binding contract will have been entered into between us and you.

4. Payment

If you are making a booking online, you can pay by PayPal, credit card and debit card. We accept American Express, Vis and Mastercard. Alternatively, you can book the course online and request to make an offline payment via bank transfer.

For bookings made other than via the Website, payment must be made by direct bank transfer to the Mishcon bank account, details of which can be provided on request.

All payments should include the reference: ACFE/Company name.

Please note that we do not accept payment by cash or payments in any currency other than UK pounds sterling.

You are advised to notify Mishcon 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 until full payment is received.

In the case of late bookings payment must be made prior to attendance of the Course. If payment is not made prior to the delegate attending the Course we reserve the right to refuse admission until payment has been made in full.

5. VAT

Course Fees quoted are exclusive of VAT, which will be shown separately on the invoice. A VAT invoice will be sent to cover your payment.

6. Course Instructions

Course Instructions including venue details and start times are sent out by email to you at least 10 (ten) days before the event.

7. Data Protection

In this Clause 7, references to “**personal data**”, “**data subjects**” and “**data controller**” are defined in the Data Protection Act 1998 (the **Act**). We shall comply with all relevant provisions of the Act and do nothing which causes, or may cause, us to be in breach of its obligations under the Act.

In particular, to the extent that we act as a data controller in respect of any personal data pursuant to these terms, we shall only process such personal data to the extent necessary to enable us to fulfil our obligations under these Terms. Such processing, however, may include transferring this data to countries or territories outside the European Economic Area including without limitation ACFE so that they can process your membership. You hereby consent to the storage of your personal data in the ACFE’s offices in the United States, in its regional offices and by its local chapters. You further consent to the ACFE contacting you directly with regard to its membership, services and events and other marketing materials related to the services provided by the ACFE

8. Intellectual Property Rights

All copyright, design rights and other intellectual property rights used, created or embodied in or arising out of or in connection with the Course, whether provided by us, ACFE or a third party

course provider including the ACFE Materials (**Course Materials**) are owned by us, ACFE or our third party course providers (as applicable).

You are entitled to keep, for your own use only, any Course Materials provided to you, provided that you shall not (and you shall not permit anyone else to) copy, distribute or otherwise make available any materials and information (in whatever form and including the Course Materials) supplied to you in connection with the Course.

9. Cancellation of the Course by us

We reserve the right to amend or cancel any Course, Course times, dates or published prices. Changes to Course prices, times and dates will be advised before the Course start date and any Course already paid in full will not be subject to the increased price.

As a Course may be cancelled up to four weeks prior to its start date, we recommend that you do not make travel or accommodation arrangements before this time. Any travel or accommodation costs incurred are entirely your responsibility. We do not accept any liability for reimbursement of any costs incurred whatsoever in relation to our training Courses or events.

Where a Course has been cancelled, you will be offered an alternative date for the same Course, a credit towards another Course or a refund.

10. Your Cancellation rights

All cancellations must be received in writing. Where a firm booking has been accepted by us and is subsequently cancelled by you, you will be liable for the following charges.

Number of weeks before Course date that the cancellation is made:	>120 days	120 days
Charge to customer:	No charge	Full Course fee

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have a cancellation cooling off period where you can cancel your Course within a period of 14 working days beginning on the day after the day on which the contract is concluded with you as notified by email or postal confirmation from Mishcon in accordance with these Terms. In this case, you will receive a full refund of the price paid for the Courses in accordance with our refunds policy (see below). After this initial cooling off period the above charges apply.

Upon the earlier of receiving the Course Instructions or being given access to the ACFE Materials, you agree that the service provided by Mishcon is deemed to have commenced and you agree to waive your right to cancel your booking and receive a full refund within 14 working days under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. In such instances, the cancellation policy in the above table will apply.

11. Transfers

In the event that you wish to transfer your booking to another Course, a 5% administration fee will be charged if the transfer is requested between three to five weeks of the original Course date. For transfer requests made three weeks or less prior to the Course date, no refund can be made. Transfers can be made to any event within a 6 month period.

12. Refunds

If you wish to exercise your right to cancel your booking, Mishcon will refund the fees paid according to the above cancellation policy. If payment for the order was originally made by credit card, any refund will be made back to the same card. If payment for the order was made by another method, such as direct bank transfer, a refund will be made by direct bank transfer to a bank account that you elect.

13. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14. Notices

All notices given by you to us must be given to our address set out above. We may give notice to you at either the e-mail or postal address you provide to us when booking your place on the Course. Notice will be deemed received and properly served immediately after an e-mail is sent, or two days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, which such e-mail was sent to the specified e-mail address of the addressee.

15. Non-EU Delegates

We welcome 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 your place on the Course.

Please note that the Course does 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.

We 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.

16. Specific needs

We aim to ensure that our events are accessible to all. If you have any specific needs, please advise us at the earliest possible time and we will contact you to discuss your requirements.

17. Accommodation

Accommodation is not provided by us nor is it included in the Course fee. If you require accommodation during the Course we are able to provide you with a list of suitable accommodation within a convenient distance of the Course venue on request. .

18. Contact details for the Mishcon ACFE Training and Events Team

Telephone: 020 7406 6147

Email enquiries: jessi.cox@mishcon.com

Address: Summit House, 12 Red Lion Square, London WC1R 4QD

19. Safety

During the Course, you will comply at all times with the directions given during the Course together with any health and safety policies posted around the venue where the Course takes place.

20. Force Majeure

In the event that we become unable, wholly or in part, to provide the Course, for any cause beyond our reasonable control (including without limitation fire, storms, acts of god, strikes and/or lockouts, labour disputes external to Mishcon, and compliance with any law or governmental order, rule or regulation or direction of governmental agencies) (**Force Majeure**) then we may cancel or postpone the Course by giving notice to you as soon as reasonable practicable after the occurrence of the cause relied upon, We will use reasonable endeavours to reschedule the Course to a mutually acceptable date if possible.

21. Termination

We may terminate your booking with immediate effect if you materially breach any of your obligations under this agreement and fail to remedy such breach (if capable of remedy) within such reasonable period as the Company specifies.

Upon termination, the Customer shall immediately pay to the Company in full any outstanding monies due to it pursuant to the Contract. Upon termination by the Customer, the Company shall immediately furnish to the Customer the Certificate and/or any other items due to it pursuant to the Contract.

22. Warranty

We warrant that we shall carry out its obligations under the Contract with the due care and the skills to be expected of a reputable training provider. However we give no warranty that attending this Course will guarantee that you pass the ACFE's CFE Exam. Qualifications are established by the ACFE's Board of Regents, whose decisions are final.

23. Limitation of our liability

Except in respect of personal injury or death caused directly by our negligence, our liability to you in respect of any claim arising from, relating to or in connection with the performance or non-performance of this agreement, shall be limited to the Course Fee.

Neither party shall be liable to the other for consequential or special loss. Any exclusion or limitation of liability under the Contract shall exclude or limit such liability not only in contract but also in tort or otherwise at law.

24. Complaints Procedure

At Mishcon we 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 us, please contact:

Name: Adam Kennedy

Telephone: 020 7406 6073

Email enquiries: adam.kennedy@mishcon.com

Address: Summit House, 12 Red Lion Square, London WC1R 4QD

25. Governing law

These terms and conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.