



Last reviewed: 25th September 2023

Terms and Conditions

1. WHO WE ARE

Angels Den Funding Limited is a private limited company, registered, and domiciled, in the United Kingdom with company number 08384317. The registered address is Suite 33, 17 Holywell Hill, St Albans, Herts, United Kingdom, AL1 1DT. In this Site, references to “Angels Den” will, where the context so admits, include any subsidiary or associated company of Angels Den Funding Limited.

Angels Den Academy is an initiative by Angels Den Funding Limited.

2. THESE TERMS

2.1 What these terms and conditions cover. These are the terms and conditions that shall apply when participants book programmes run by us from time to time (“Programme(s)”).

For the avoidance of doubt, these terms and conditions shall also apply to:

- a. organisations that book, and pay for, places on our Programmes on behalf of participants, for example employee participants; and
- b. participants that book places on our free Programmes.

2.2 The application form for each Programme (as linked at our website and set out below in more detail, “Application Form“) and these Terms (defined below) together form the contract (“Contract“) between you and us for your, or your employees or workers (if you are an employer paying for them to attend a programme) attendance on the appropriate Programme (once selected and confirmed following the Application Process) named in the Application Form. The Contract applies to the exclusion of any terms which you may seek to impose. If you think that there is a mistake in these Terms, then please contact us.



2.3 Why you should read them. We strongly recommend you carefully read and print a copy of these terms and conditions before you apply for a Programme. These terms and conditions, together with the documents referred to in them, (“Terms”) govern the contract between you and us (and, specifically, in relation to your access to a Programme and post-Programme events and opportunities, if provided). They tell you who we are, how we provide Programmes, how you and we may change or end Programmes or the Contract, what to do if there is a problem and other important information.

2.4 The Contract between you and us is enforceable once we have notified you that your application to attend a Programme has been successful following the Application Process (as set out below) and you accept your place on the Programme.

2.5 Your agreement to the Terms: By applying for a Programme, or accessing a Programme or any data (including, but not limited to, in person, live and digital training, training material, examinations, documents, graphics, animations, text, images, audio files, video and interactive content) provided to you during the course of a Programme or supplied to you by us prior to or during a Programme (collectively the “Programme Content“), you will need to click on the button marked “Tick this box if you have read and agreed to our terms and conditions”. By clicking this button and completing the Application Process (as set out below) or, alternatively, when submitting the details for your Application Form over the telephone or via email, you confirm that you have read, accept and agree to be bound by these Terms and any other supplemental terms and policies we may, from time to time, refer to. If you do not agree with any of these Terms, you should notify us of the same immediately and you must not apply for a Programme, access a Programme and/or Programme Content, or attend a Programme. Subject to the other provisions of these Terms, failure to notify us immediately of your disagreement with these Terms may result in you only receiving a reduced refund. You represent that you are of legal age in your jurisdiction to form a binding contract, but in any event at least eighteen (18) years old.



2.6 Changes to the Terms. We may amend or change these Terms at any time to reflect changes to our business or changes in the law or regulatory requirements. It is your responsibility to review these Terms each time you apply for a Programme. The modified Terms will be posted <https://angelsden.com/academy> and will be effective ten (10) days after posting. If we need to make changes to these Terms after you have accepted a place on one of our Programmes, or whilst you are attending one of our Programmes, we will notify you prior to the modified Terms taking effect. Please check the above webpage regularly for any changes to these Terms.

3. YOUR BOOKING

3.1 Application Process: In order to participate in a Programme and / or access a Programme and Programme Contents, you may be required to complete an online application form for your desired Programme, which if applicable, can be found at the relevant link on our website (“Application”). Further information on the Application process for some of our Programmes can be found at <https://www.angelsden.com/academy/>. We may approve or reject your Application at our sole and absolute discretion. Submitting an Application does not guarantee participation in a Programme and the approval of your Application may be subject to certain pre-requirements, such as completing a test or meeting certain acceptance criteria, as may be determined by us from time to time. Angels Den reserves the right to change, and / or waive, any Eligibility Criteria, for any Programme, at any time and subject to our sole and absolute discretion. We may send you confirmation of receipt of your Application but this does not constitute an Approval Email. Further information on the Application Process can be found at: <https://www.angelsden.com/assets/images/academy/academy-faq.pdf>

3.2 Your Application: All Programmes are subject to availability. We reserve the absolute right to refuse any application for a place on a Programme. Your application is not confirmed until we have confirmed your place by email. A legally binding agreement shall come into existence once you have received a confirmation of selection and approval email (“Approval Email”) (upon receipt of which you are obligated to pay the Fees in accordance with these



Terms). You may participate in a Programme only if and when you have received an Approval Email.

3.3 It is vital to check carefully the details of your Application / booking prior to submission. The Approval Email is issued based on the details of your Application and you must let us know immediately if any information appears to be incorrect or incomplete. This email may be sent to your spam inbox so please ensure you check there too. If you need to cancel your Application details at any point after receipt of your Approval Email, you may have to pay amendment or cancellation costs, which may be as much as the total cost of the application for a Programme.

3.4 Changes to our offering: We may adapt, eliminate and alter our available Programmes from time to time. It is your responsibility to check our website for full details of Programmes that are available, their cost and Programme Description. Your rights in clause 7.1 shall apply if we make any changes to a Programme after you have received an Approval Email.

4. THE COURSE

4.1 Programme details. Programme details including (without limitation) details of training materials, networking etc. as well as the current fees for each Programme (“Fees“) are available on our website and may be updated by us from time to time (“Programme Details“). It is your responsibility to check Programme Details. You will not be entitled to receive, and we will not be responsible for providing, any additional services to you that are not included in the Programme Details.

4.2 Programme type. You are responsible for selecting and submitting an Application Form for the correct type of Programme for you; your selected type of Programme will be as set out in the Application Form and the Approval Email (“Selected Programme“). The Programme



will take place as specified in the Approval Email to you, the Programme Details and / or any other information or materials we may make available, from time to time, unless otherwise agreed upon in writing. We will be responsible for the provision of your Selected Programme. However, we reserve the right for any Programmes (including, without limitation, your Selected Programme) to be partly or wholly performed by duly qualified third parties in our name. We are not responsible or liable to you if you cannot access a Programme or any Programme Materials due to your technical or IT limitations. Each Programme will begin on the date confirmed to you in the Approval Email.

4.3 Venture Capital Analyst Programme: You will be granted access to the appropriate Programme Content for our online-only Programme ("Venture Capital Analyst Programme") via an email approximately one (1) week prior to the start date of the Programme. Each Programme will last for approximately seven (7) weeks. This is subject to change.

4.4 Our right to refuse entry or remove participants from a Programme. We operate a zero-tolerance policy in relation to inappropriate behaviour of participants. In particular, abusive or violent behaviour directed at our staff, instructors or other participants and unfair or dishonest practices, including but not limited to, cheating, bullying, or defamation will not be tolerated under any circumstances. We may at our reasonable discretion and without liability or an obligation to refund Fees, refuse to register a participant for a Programme or may refuse to admit into a Programme, and may remove from a Programme, any participant whose participation in any Programme would, in our reasonable opinion, be undesirable or whose behaviour we reasonably consider is or may be in breach of these Terms.

4.5 Your responsibility to engage in your Selected Programme. Where a Programme requires the completion of homework / project work then it is your responsibility to ensure that such work is completed in the timescales required as advised by us. Failure to complete such work in accordance with our instructions may mean that you are not permitted to complete your Selected Programme. We will not refund any element of the Fees in this situation.



4.6 Authorisation to use audio / visual images of you. By attending a Programme, you agree that we may use, reproduce, and / or publish in any way whatsoever (without any payment being due to you) any photographs and / or video / audio that may pertain to you (including your image, likeness and / or voice), and that we may licence others to do the same. This material may be used (without limitation) in various publications, releases, marketing material, broadcast material, on the website or for other related endeavours. If you do not wish to be photographed or recorded, please notify our staff prior to commencing your Selected Programme.

4.7 Tagging on Social Media. By attending a Programme, you agree that we may (without any payment being due to you) tag and / or interact with you or your account(s) on different social media platforms. This includes, but is not limited to, Instagram, Facebook, LinkedIn and Twitter. If you do not wish to be tagged or interacted with, please notify our staff prior to commencing your Selected Programme.

4.8 You are not permitted to record Programmes, or share any Programme Content, slides or other information made available during a Programme. You must not make any recording of a Programme without our prior written consent.

4.9 Network Access. For such time as these Terms are in effect, and subject to successfully completing all elements of your Selected Programme and compliance with these Terms and applicable Law, we hereby grant you permission to visit and use such groups, networks and chats that we may set up during your Selected Programme from time to time, including (without limitation) Slack, Teams, WhatsApp and LinkedIn (collectively the “Network”). We may revoke or remove permission for you to access and use the Network, or disable our accounts linked to / with the Network at any time, for any reason. For clarity, we do not provide any assurances, warranties or otherwise have any obligations in respect of the Network, its operation and / or maintenance. To access the Network you will need to create a



password protected account. It will be your responsibility to retain your login details. Failure to do so may result in our refusal to permit you access to the Network.

5. ATTENDANCE

5.1 Commitment: Depending on the duration and structure of the Programme, participants may need to commit to attending all Sessions or meeting specific attendance requirements. This ensures that participants derive the maximum benefit from the respective Programme and contribute to a collaborative learning environment.

5.2 Venture Capital Analyst Programme: You are expected to attend all online Sessions during the Programme. Session times are shared in advance of the Programme commencing and you are expected to attend the entire Session, attend additional Sessions to complete activities and where possible, attend additional Sessions for extended learning and social opportunities. Missing a whole module will prevent you from completing the Programme and receiving a full certificate. If you miss multiple Sessions within a module across the Programme, the Programme team will decide, at their discretion, whether you are deemed to have completed the Programme.

5.3 Non-attendance. If you are unable to attend a Programme due to unforeseen circumstances or an emergency, it is important to communicate your situation to the Programme team as soon as possible, providing any necessary supporting documentation, and requesting any available options for rescheduling, or alternative participation methods, such as accessing Programme materials online, which shall be considered by the Programme team. We may have specific policies in place for handling certain situations.



6. FEES AND PAYMENT

6.1 Fees. You shall pay the Fees for your Selected Programme unless: a) a different price has been agreed by us in writing, in which case you will pay the agreed price, which shall constitute the 'Fees' for the purpose of these Terms

6.2 VAT. Fees are advertised exclusive of VAT and other applicable taxes. You will be required to pay VAT if you book onto one of our Programmes and you are based in and/ or take part in a Programme in the United Kingdom. Where VAT is payable, we will add it to the value of the Fees. If the rate of VAT changes between your application date and the date we provide your Selected Programme, we will adjust the rate of VAT that you pay, unless you have already paid for your Selected Programme in full before the change in the rate of VAT takes effect.

6.3 Payment of Fees. Once your application to attend a Programme has been accepted, you shall receive an email containing our bank account details. You can pay either by debit or credit card by making a bank transfer. We provide invoices for those that participate in our VC Analyst Programme but in all other circumstances, invoices are only provided upon written request. If you choose to pay via debit / credit card by a third-party provider, you will need to agree to the terms and conditions of that provider and they will be responsible for all matters relating to payment and use of your card details. Fees for your Selected Programme are due on the date set out in the Approval Email, unless otherwise agreed between you and us. Please be aware that any failure to pay the Fees will result in you not being able to participate in your Selected Programme and / or post-programme events (if provided.)



7. RIGHTS TO CANCEL

7.1 No cancellation after payment: Once you are selected for a Programme and you have paid the Fees, you waive the right to cancel your order for a Programme.

7.2 Withdrawal or rescheduling of Programmes: We reserve the right to cancel or reschedule a Programme advertised on our website at any time and for any reason. If we do cancel or reschedule a Programme after you have received an Approval Email, you will receive (i) a refund of any Fees you have paid in respect of the cancelled or rescheduled Programme; or (ii) the option to book onto an alternative Programme date (subject to availability) (each individually an “Option”, and collectively “Options”). Where we provide you with the choice between the Options, we require you to provide us with written notice of your selected Option in a prompt manner, and in any case no later than five (5) days after we provide you with the choice (the “Selection Period”). If we do not receive notice of your Selected Option within the Selection Period, we may ourselves select what we consider to be the appropriate Option. Where reasonably practicable and possible, we will let you know at least one (1) week in advance of our withdrawal of a Programme. We will not be liable to you for any other losses you may suffer as a result of the cancellation or rescheduling of a Programme.

7.3 Cancel Contract: We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within seven (7) calendar days of us reminding you that payment is due; or
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide a Programme.

You must compensate us if you break the contract. If we end the contract in one or more of the situations set out in paragraph 7.2 we will refund any Fees you have paid in advance for your Selected Programme where we have not provided it but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.



8. INTELLECTUAL PROPERTY RIGHTS

8.1 Programme Content: We and our third-party providers and licensors retain all rights, title and interest in and to Programme Content.

8.2 Restrictions: You shall not copy, reproduce, sell, offer for sale, republish, post, transmit or redistribute the Programme Content without our prior written consent.

8.3 Your licence to use: Provided you have paid the Fees in full, we grant you a royalty-free, non-exclusive, non-transferable, non-assignable, non-sublicensable licence to use the Programme Content solely to the extent required for you to participate in your Selected Programme and complete any training and / or examination included within your Selected Programme in accordance with these Terms.

9. DISCLAIMERS

9.1 We warrant that the Programme Content, and any demonstrations shall be prepared and provided using reasonable care and skill. The Programme, documentation, and any content whatsoever are provided and made available to you on an “as is” and “as available” basis, with all faults, and without any representation, warranty, guarantee or condition of any kind whatsoever, whether express, implied or statutory, including without limitation any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, quiet possession, title, quality of services, non-infringement, or that otherwise arise from a programme of performance or dealing, or usage of trade, all of which are hereby disclaimed by Angels Den and its licensors and suppliers.



9.2 Programmes are not designed to meet any person's individual requirements and you are fully responsible for determining whether a Programme is: (a) sufficient and appropriate for your specific purposes; and (b) appropriate for your level of experience and expertise.

9.3 We do not warrant that (a) you will obtain any particular result or qualification from your participation in any Programme; (b) you will obtain any particular result from your use of the Programme Content; (c) you will reach the intended training level; or (d) you will pass any exam or receive any certificate of completion.

9.4 All representations, warranties and / or terms and / or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible by law.

10. LIMITATION OF LIABILITY

10.1 If you are a consumer, we are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. If you participate in a Programme as a consumer, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.2 If you are a business, we shall have no liability (including warranty liability) for the following types of loss (whether those losses arise directly in the normal programme of business or otherwise): pure economic loss; loss of profits; loss of business; loss of revenue; loss of contract; loss or depletion of goodwill and/or business opportunity; loss of anticipated earnings or savings or like loss; wasted management, operational or other time; or any special, indirect or consequential losses.



10.3 Cap on liability. Subject to clause 11, our maximum aggregate liability to you for any claims that you may have against us in contract, tort (including negligence) or otherwise arising out of or in connection with these Terms shall be limited to the amount of the Fees which has been paid, or is payable, by you or on your behalf.

11. EXCLUSIONS ON THE LIMIT OF OUR LIABILITY

11.1 Notwithstanding any other provision of these Terms, we do not exclude or limit our liability for:

11.1.1 death or personal injury caused by our negligence;

11.1.2 fraud or fraudulent misrepresentation;

11.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or

11.1.4 any matter for which it would be illegal to exclude, or attempt to exclude, liability.

12. PERSONAL INFORMATION

12.1 We will use your personal information and any personal information that you upload through the booking registration process or disclose during a Programme in accordance with our Privacy Policy (available at <https://www.angelsden.com/privacy-policy/>).

12.2 By providing any third-party personal information to us, you represent and warrant that you have appropriate authority to use that information for the purposes for which it has been provided to use, and that the information that you have provided is complete and accurate to the best of your knowledge.

12.3 You hereby authorise us to share your personal details with any third parties involved in the organisation, management or provision of a Programme for the purposes of facilitating your participation in a Programme, including but not limited to, our Programme speakers, third-party partners, etc.



13. OTHER IMPORTANT TERMS

13.1 Written Communication. Applicable laws require that some of the information or communications we send to you should be in writing. When booking a Programme, you accept that communication with us will be mainly electronic. We will contact you using the email address provided by you during the booking process. If your contact details change, it is your responsibility to inform us of this change to enable us to keep our records up to date. 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 any statutory rights.

13.2 Notices. All notices given by you to us must be sent to our email address at: academy@angelsden.com. We may give notice to you at either the email or postal address you provide to us when placing an order. Notice will be deemed to have been received and properly served immediately when posted on our website, twenty-four (24) hours after an email is sent, or three (3) days after the date of posting of any letter. To prove service of any notice, it will be sufficient to show, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent from our server to the specified, supplied email address of the addressee.

13.3 Transferring our rights and obligations. We may transfer our rights and obligations under these Terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to request that we delete any or all of your details before the changes take effect.

13.4 Transferring your rights and obligations. You may not transfer, assign, charge or otherwise dispose of any rights or obligations which arise under these Terms unless we agree to this in writing.

13.5 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any right to enforce any of its terms.



13.6 Events outside our control. We shall have no liability to you if we cannot deliver a Programme, or for any delay in a Programme caused by any event or circumstance which is beyond our reasonable control such as, without limit, epidemics or pandemics, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion, illness, acts of terrorism or accident.

13.7 Even if we delay in enforcing this contract, we can still enforce it later. If we fail, at any time to insist that you perform any of your obligations under these Terms, or if we do not enforce any of our rights against you, or we delay in doing so that will not mean we have waived our rights against you and will not mean you do not have to comply with those obligations.

13.8 If a court finds part of this contract unlawful, the rest will continue in force. Each paragraph of the Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs remain in full force and effect.

13.9 Which laws apply to this contract. These Terms and any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with English law.

13.10 How to tell us about problems. If you have any questions or complaints about a Programme, please contact us. You can write to us at academy@angelsden.com.

13.11 Entire Agreement. These Terms represent the entire agreement between Angels Den and you with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements, understandings and statements between you and Angels Den with respect to such subject matter. You acknowledge and agree that in entering into these Terms you have not relied on any statement or representation (whether negligently or innocently made) not expressly set out in these Terms.