

TERMS & CONDITIONS – TRAINING COURSES

We provide training to you subject to these terms and conditions, to the exclusion of all other terms, unless we agree otherwise in writing with you.

Booking Procedure

- 1.1 You may book places on any training course we offer from time to time, subject to payment of the applicable course fees.
- 1.2 An agreement for the provision of training by us to you is only formed on us sending a written acknowledgement of a booking to you.

Payment

- 1.3 Unless we and you agree otherwise in writing, you shall pay the applicable course fees to us by the earlier of the following dates:
 - (a) within 30 days of receipt of a relevant invoice valid for VAT purposes; or
 - (b) the working day immediately prior to the date of the relevant course course.
- 1.4 You are responsible for all travel, accommodation and other living costs incurred by your attendees. We shall provide lunch and refreshments on each such course provided from our premises.
- 1.5 Time for payment shall be of the essence. In the event of late payment, we may, at our sole discretion charge you daily interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 from time to time for the period beginning on the date on which payment is due and ending on the date on which payment is made.
- 1.6 We reserve the right to change or cancel courses at our sole discretion, including without limitation due to resource availability. If we do so, your sole and exclusive remedy is to receive a full refund any course fees you have paid to us.

Transfers & Cancellations

- 1.7 You may substitute attendees on a course at no extra charge provided you provide us with reasonable notice of your intention to do so.
- 1.8 Once attendance at a training course is booked:
 - (a) you may transfer a booking to another training session without charge provided you give us no less than two weeks prior written notice to such effect;
 - (b) you may cancel a booking without charge provided you give us no less than four weeks prior written notice to such effect; and
 - (c) where you cancels a booking with less than four weeks, but more than two weeks prior written notice to us, we shall be entitled to charge you 50% of the applicable course fee.
- 1.9 If you seek to transfer or cancel a booking under any other circumstances, we reserve the right to charge you the full amount of the applicable course fee.

Bespoke/Dedicated Training

- 1.10 We may provide bespoke and/or training dedicated to you at our or your premises. Such training shall be provided at such specific location(s) at such time(s), and subject to such conditions, as you and we may agree from time to time in each instance. Where such training is provided at your premises, we may charge you for reasonable travel and living expenses, in addition to the applicable course fee. Once agreed, bespoke or dedicated training can only be postponed or cancelled on payment in full of the applicable course fee.

General

- 1.11 All intellectual property rights in the training materials we provide to you are our property. You have a revocable, non-exclusive licence from us to use such materials, and take a reasonable number of copies of the same, in each case for reference in conjunction with your own business purposes. You shall not publish the training materials to persons outside of your organisation without our prior written consent, save where the same become generally available to the public.
- 1.12 Our total liability to you for any one claim or linked series of claims in respect of our provision of training shall in no event exceed the total course fees actually paid by you to us concerning such training.
- 1.13 We shall use our reasonable endeavours to ensure our training courses and materials are reasonably accurate and up-to-date. To the fullest extent permitted by applicable law, we hereby exclude all other representations, conditions, warranties or other terms which may be implied by statute or otherwise, including but not limited to any implied condition of satisfactory quality or fitness for a particular purpose, in respect of our provision of training courses to you.
- 1.14 No person who is not a party to an Agreement has any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 1.15 Each agreement between us and you in respect of our provision of training shall be governed by English law and you and we each agree to submit to the exclusive jurisdiction of the English courts concerning any related dispute.