

THE  
**BRILLIANT**  

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**TRAINING**  
COMPANY

## Terms & Conditions for Open Courses

1. If this is a booking by an individual or a booking from a UK private limited company or partnership, an invoice can be issued if requested, but payment must be received by The Brilliant Training Company Limited at least 14 days before the course start date unless the booking is made within 14 days of the course, in which case payment must be received within three working days of the booking date. If this is a UK corporate (plc) or public sector booking, an invoice will be issued for the course in which case payment must be received within 28 days of the invoice date. Bookings from outside the UK must be paid at least 14 days before the course date.

2. Subject to Condition 2.2 overleaf in the case of a booking by a consumer, you agree to pay The Brilliant Training Company Limited the fees defined in the table below for cancelling or postponing a booking. (If a booking is initially postponed but then cancelled, the cancellation will be treated as if it occurred at the earlier postponement date(s) if as a result, the fees due are greater than the fees associated with the actual cancellation date.)

<u>Notice Period</u>	<u>Cancellation Fees</u>	<u>Postponement Fees</u>
More than 21 days	Zero	Zero
14-21 days	50% of original fees	Zero
7-14 days	100% of original fees	25% of original fees
Less than 7 days	100% of original fees <sup>1</sup>	50% of original fees

3. In the unlikely event that a workshop has to be cancelled by The Brilliant Training Company Limited, you will be entitled to receive a full refund of any monies paid. Alternatively, you may choose to attend a future workshop or similar duration. The Brilliant Training Company Limited will not be held liable for any other costs that might be incurred as a result of cancellation.

## Booking Conditions

### 1. DEFINITIONS

1.1 We are The Brilliant Training Company Limited ('We', 'Us' or 'Our'). We provide consultancy, mentoring, tuition, courses and related products and services (the 'Services'). Our registered office is at Stephens House, Arthur Road, Windsor, Berkshire SL4 1RY, UK.

1.2 The 'Customer' is the company, firm, corporation, person or delegate who attends or has booked or purchased the services.

1.3 The 'Services' are any course, seminar, tutorial, training or related product or services provided by Us.

1.4 Any reference in this document to 'writing' or 'written' or related expressions includes a reference to cable, facsimile transmission, email or comparable means of communication.

### 2. GENERAL

2.1 No contract exists between the Customer and Us for the supply of the Services until We have received and accepted the Customer's order and sent Our confirmation in writing to the Customer's address. Once We do so, there is a binding legal contract between Us and the Customer.

2.2 Where the Customer is a consumer the contract is subject to the Customer's right of cancellation under the Consumer Protection (Distance Selling) Regulations 2000 as follows:-

2.2.1 The Customer has the right to cancel the contract at any time up to the end of seven working days after the day upon which this contract is made under clause 2.1. If the Services are to be provided within seven working days of the contract being made under clause 2.1 the Customer agrees that the Customer's right to cancel ends at the time the performance of the Services starts. A working day is any day other than weekends and bank or other public holidays. To exercise the Customer's right of cancellation, the Customer must give Written Notice to Us.

2.2.2 Once the Customer has notified Us that the Customer is canceling the contract, We will refund or recredit the Client within 30 days for any sum that has been paid by the Customer or debited from the Customer's credit card for the services.

2.3 Travel and accommodation is the responsibility of the Customer and is not included in the price of the Services. If required, We may supply information on local hotel and travel at our discretion and without any responsibility to the Customer who must make their own decision as to the suitability of any particular recommendation.

- 2.4 We may make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirement, or other changes in trade or professional practice provided they do not materially affect the nature or quality of the Services and We advise the Customer accordingly.
- 2.5 If the Customer is a consumer their statutory rights are not affected by these terms and conditions.
3. PAYMENT
- 3.1 Payment of the full fee must be made as per the fees stated on our website.
- 3.2 The fee stated cover training, course materials and any lunch and refreshments during the day as detailed on our website.
- 3.3 In the event of late payment of any money due to Us under these terms (including without limitation any moneys found owing to Us under any other clause of these terms) the Customer shall pay interest accruing from day to day calculated at the annual rate of 4% above the base rate from time to time of Barclays Bank plc on all such money overdue from the Customer from the due date for payment until the actual date of payment. In addition the Customer shall pay all costs and disbursements incurred by the Owner in recovering fees which are paid late or disputed. Further We reserve the right to suspend all or any part of the Services (whether under this or any other contract between Us and the Customer until payment in full of all monies due to Us.)
- 3.4 All charges quoted to the Customer for the provision of the Services are (unless specifically stated) exclusive of any Value Added Tax for which the Customer shall be additionally liable at the applicable rate from time to time.
4. COPYRIGHT & NON-COMPETITION
- 4.1 The Customer acknowledges that all intellectual property rights (including without limit copyright) in any materials related to or used in the provision of the Services or any part thereof remain Our sole property (including but without limitation all tape recordings transcripts books papers records notes notebooks memoranda journals diaries outlines draft letters photographs other digital representations and illustrations irrespective of the medium in or on which such objects are held) (and any reconstruction reproduction, recording or copy thereof) will be an infringement of our rights and the Customer may not authorise any dissemination, publication disclosure or other use of any such materials without our written consent. The Customer further acknowledges that due to the importance of such materials to Our business a claim by us for damages may not adequately protect Our legitimate interests and the Customer hereby acknowledges and agrees that We shall be entitled to seek injunctive relief to prevent infringement of Our rights in appropriated circumstances.
- The Customer further acknowledges that a claim by us for damages may not adequately protect Our legitimate interests and the Customer hereby acknowledges and agreed that We shall be entitled to seek injunctive relief to prevent infringement of Our rights in appropriate circumstances.
5. DISCLAIMER
- 5.1 All information provided by us is given in best faith and We will not be held responsible for actions taken by the Customer, or any other individual or organisation as a result of the information provided during or after provision of the Services by Us.
- 5.2 It is our policy to monitor constantly the Services We offer as well as the performance and content of the Services. Every care has been taken to ensure the accuracy of, and verify the content of the information given in providing the Services to the Customer. However the Customer acknowledges changes will occur after the Services have been designed or devised or after publication of the materials used by Us in the provision of the Services and We make no warranty, express or implied, as to the suitability of any Services for the Customer and the Customer agrees that they book or purchase the Services on this basis.
6. EXCLUSION/LIMITATION OF LIABILITY
- 6.1 Nothing in these terms in any way excludes or restricts our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be restricted. Nor does it affect consumer's statutory rights. This section (and any other terms excluding or limiting our liability) applies to our directors, consultants, officers, employees, subcontractors, agents, parent subsidiary and affiliated companies as well as to Us.
- 6.2 The Company warrants to the Client that the Services will be provided using reasonable skill and care. However without prejudice to the other terms of this contract, We exclude to the extent allowed by all other liability for any loss or consequential loss including for breach of contract, tort (including negligence) or any other cause of action with respect to any of our Services or occasioned to any person acting, omitting to act or refraining from acting in reliance upon any course material or course presentation or, except to the extent that any such loss does not exceed the fees paid for the course, arising from or connected with any error or omission in the course material or course presentation. Consequential loss shall include:
- a) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);

- b) loss of good will or reputation;
  - c) special, indirect or consequential losses
- 6.3 Any claim for damages by either party under this contract shall be limited to a sum equal to the Fees payable to the Company under this contract.
- 7 CONSENT TO USE YOUR PERSONAL INFORMATION
- 7.1 For the purposes of the Data Protection Act 1998 the Customer acknowledge that in the course of registering with Us and using our Services certain information or data about the Customer will be captured electronically or otherwise. The Customer agrees that We may use, store, process such information or data for the purposes of providing the Services to the Customer or marketing any other Services to the Customer.
- 7.2 We may use the data you provide for the purposes of financial contact and debt recovery through outside agencies.
- 8 TERMINATION
- 8.1 Either party may (without limiting any other remedy) at any time terminate the contract by giving written notice to the other if the other commits any material breach of these Conditions and (if capable or remedy) fails to remedy the breach within 30 days after being required by written notice to do so.
- 8.2 Either party may terminate the contract by written notice if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.
- 8.3 Upon termination by Us We shall be entitled to be paid for all Services provided to the date of termination.
- 9 NON-SOLICITATION
- The Customer agrees not within 12 months after the last date of the provision of Services to the Customer by us whether under this or any other contract to induce any employee or contractor of Ours involved in the provision of the Services to the Customer to leave his employment, or terminate or breach his or its contract for services with Us as the case may be nor to appoint, engage or employ for the purposes or providing services in competition with Us. If the Customer is in breach of this clause, the Customer shall be liable to pay Us by way of liquidated damages and a genuine pre-estimate of Our loss a sum representing 50% of the employee's annual salary (excluding benefits) or the fees paid to the contractor in the previous 12 months (as the case may be).
- 10 ENTIRE AGREEMENT
- 10.1 These conditions constitute the entire agreement between you and us in connection with the Customer's booking, purchase or use of the Services. Any failure by us to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. If any provision of these conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and that other provisions remain in full force and effect.
- 11 LAW AND JURISDICTION
- 11.1 No variation may be made to these terms and conditions without Our written consent.
- 11.1 This contract is governed by the law of England and Wales, and is subject to the exclusive jurisdiction of the courts of England.