

Harbrook Training - Terms and Conditions of Contract

1 Definitions

"Consumer"	means a person dealing as a consumer as defined in the Unfair Terms in Consumer Contracts Regulations 1999
"Course"	means the training provided by HCL as set out in the Course Content on HCL's website which takes place at the location and on the date specified in the confirmation of booking
"Course Booking Form"	means HCL's standard course booking form from time to time in whatever medium
"Course Content"	means the description and/or programme published by HCL in relation to a Course
"Delegate"	means the individual person named on the Course Booking Form for whom HCL has agreed to provide the Course in accordance with these Terms
"HCL"	means Harbrook Consultants Ltd, company number 3711429
"HCL's Website"	means www.harbrook.net or such other page or pages published via the Internet as HCL may operate from time to time
"Materials"	means written or other materials used in the provision of the Course
"Presenter"	means the employee of HCL or subcontractor of HCL who will communicate the Course to the Delegate
"Purchaser"	means the person, firm, or company obtaining the Course from HCL
"Terms"	means these Terms and conditions of Contract

2 Application

Every offer, quotation, acceptance or contract for the supply of a Course by HCL is subject to these Terms and these Terms shall constitute the entire understanding between the parties relating to the Course. The Purchaser's additional or different terms and conditions shall not apply. No change of any of these Terms shall be valid unless in writing and signed by an authorised representative of HCL.

3 Acceptance

All bookings are subject to confirmation by HCL in writing upon receipt of the Purchaser's completed Course Booking Form and payment and no contract shall be concluded unless such confirmation is given by HCL.

4 Specifications

- (i) The Course shall be provided in accordance with the confirmation issued to the Purchaser and otherwise in accordance with HCL's current Course Content and subject to these Terms.
- (ii) Further details about the Course which are not given in HCL's current Course Content may be made available on written request.
- (iii) HCL reserves the right to make such minor changes in the Course Content as circumstances require, or which will in the judgement of HCL be improvements, or which are required by the provider of Materials and such changes shall not affect the validity of the contract for the Course.
- (iv) Save to the extent provided for in clause 12 HCL is not liable for any costs or damages suffered by the Purchaser or Delegates as a result of any delays in the delivery of Courses or the cancellation or postponement of Courses.

5 Price

- (i) All prices quoted or agreed by HCL for Courses are net of Value Added Tax for which the Purchaser shall be additionally liable at the applicable rate from time to time.
- (ii) Payment of the Course fee must be made prior to the start of the Course. Payment of the Course fee can be made by:-
 - (a) Cheque made payable to Harbrook Consultants Ltd; or
 - (b) Credit Card [Visa, Mastercard – not AMEX]; or
 - (c) Bank Transfer.

6 Force Majeure

HCL shall not be liable for failure to supply or for delay in supplying the Course or damage resulting directly or indirectly from such failure due to any Act of God, war, invasion, riot, civil commotion, criminal damage, military or usurped power, and legislation, Government order, regulation or direction, fire, strike or lock-out or other labour difficulties affecting HCL or HCL's suppliers or from any other cause whatsoever beyond HCL's control ("Force Majeure"), or any abnormal conditions arising from any of the foregoing causes.

7 Payment

- (i) If HCL agrees to grant credit to the Purchaser all invoices shall be due for payment 30 days after the date of invoice. HCL shall be entitled to charge interest at 2% above the base rate from time to time of Barclays Bank plc or such other bank as HCL shall nominate on all payments outstanding after due date.
- (ii) Without prejudice to HCL's right to charge interest on outstanding amounts if the Purchaser fails to pay HCL in accordance with these conditions or if any sum shall be due and remain unpaid by the Purchaser to HCL under this or any other contract between the Purchaser and HCL, HCL may either suspend all further deliveries of any other goods or services until payment is made in full or cancel the booking and any other bookings or orders remaining to be fulfilled insofar as goods or services remain to be delivered thereunder.

8 Intellectual Property

- (i) Copyright and any other intellectual property rights in all Materials and HCL's Website are reserved by HCL as owner or licensee of the owner.
- (ii) The Purchaser shall not and shall ensure that the Delegate shall not copy, publish, broadcast or otherwise disseminate the Materials or the content of the HCL Website without permission of HCL.
- (iii) The Purchaser agrees that it will defend, indemnify, and save harmless HCL and its suppliers in any and all suits or proceedings brought for infringement of any intellectual property rights by reason of the use of any Materials or content of HCL's Website in breach of those Terms.

9 Indemnity

- (i) The Purchaser agrees fully and promptly to indemnify HCL against all costs, claims, demands, damages and expenses to which HCL may become liable or which HCL may suffer or incur arising from any act, default or neglect on the part of the Purchaser or its Delegate.

10 Warranty

- (i) The Purchaser warrants that the Delegate satisfies the current prerequisites for the Course as published on HCL's website. It is the Purchaser's responsibility to assess the suitability of any Delegate for any Course.
- (ii) Any conditions, warranties, guarantees, or other obligations whatsoever, either express or implied by common law, custom of the trade, course of dealing or otherwise as to any matter by HCL shall be excluded.
- (iii) Any conditions, warranties, guarantees, or other obligations whatsoever either express or implied by statute as to any matter shall be excluded provided that conditions imposed by the Sale of Goods Act 1979 (as amended) and the Supply of Goods and Services Act 1982 (as amended) shall not be excluded as against a person dealing as a Consumer.

11 Cancellation/Termination

- (i) If the Purchaser cancels a booking it shall pay to HCL or HCL shall be entitled to retain from payments already made the following amounts (and for the purposes of this clause a cancellation by the Delegate shall be deemed to be a cancellation by the Purchaser and a request to transfer a booking to a different course may at HCL's discretion be deemed to be a cancellation):
 - (a) 12-20 working days from the Course date 50% of the Course fee
 - (b) 11 or fewer working days from the Course date 100% of the Course fee
- (ii) The Delegate as specified on the Course Booking Form may be changed by the Purchaser at any time prior to Course commencement.
- (iii) HCL reserves the right to cancel a Course at any time prior to the Course commencing and where HCL cancels a Course otherwise than as a result of Force Majeure it shall provide to the Purchaser at HCL's discretion either:
 - (a) a replacement Course or
 - (b) a refund.

12 Liabilities

- (i) Without prejudice to Clause 11 any liability of HCL for any breach of contract shall be limited to provision of a replacement Course or a refund at HCL's discretion.
- (ii) HCL shall not be under any liability for the negligence of HCL, its employees, servants, agents, sub-contractors or others including the Presenter except liability for death or personal injury resulting from negligence.
- (iii) HCL shall not be responsible in any circumstances for any direct indirect or consequential loss or damage whatsoever whether suffered by the Purchaser or Delegate or any third party and however arising out of the Course provided or not provided by HCL or from any defects in the same or otherwise arising from any

- contract with HCL including (without limitation) loss of profit, wastage of goods, loss of machine time or production or wastage of labour and this clause shall have effect notwithstanding that the particular loss may have been foreseeable by HCL or made known to it.
- (iv) Materials are intended for training purposes only and should not be relied upon as advice applicable to any particular circumstances. Presenters are not authorized to give advice or instruction outside the Course Content and HCL will not accept liability for actions taken or not taken in reliance on Materials or statements made by Presenters.
- 13 Confidential Information
- (i) The Purchaser shall maintain in strict confidence and shall not disclose to any person or entity, other than those employees or customers of Purchaser who have a need to know (subject to the same obligations of confidentiality), any confidential information of HCL, whether written or oral, and including (but not limited to) information regarding prices, techniques, methods, equipment, personnel and know-how which the Purchaser or the Delegate may obtain from HCL or the Presenter.
- (ii) This clause shall not apply to confidential information of HCL which becomes accessible in the public domain without expenditure of money otherwise than through a breach of these conditions.
- 14 Interpretation
- (i) These Terms are considered to be fair and reasonable having regard to the circumstances known to and in the contemplation of the parties at the date hereof and shall apply insofar as they shall be held to be lawful and enforceable. It is hereby agreed that if any of these Terms shall be adjudged to be void, but would be valid if part of the wording thereof were deleted the affected terms shall be read with such modification as may be necessary to make it valid and effective.
- (ii) Nothing in these Terms shall be construed as prejudicing the statutory rights of a Consumer.
- (iii) These Terms shall be interpreted and governed in all respects with the laws of England. The Purchaser and HCL hereby consent to the non-exclusive jurisdiction of the Courts of England.
- (iv) Headings have been included for convenience only and shall not be used in construing any provision herein.
- 15 Miscellaneous
- (i) These Terms together with the Course Content and Course Booking Form comprise the entire contract between the parties in relation to the Course and supersede all prior agreements. The Purchaser may not assign or transfer any rights or obligations herein without the prior written consent of HCL.
- (ii) Any required notices shall be given in writing at the address of each party as specified on HCL's order confirmation or to such other address as either party may substitute by written notice to the other.
- (iii) HCL's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.
- (iv) Any reference to any Act or other instrument shall be deemed a reference to that Act or instrument or any regulations or other instruments made under it as re-enacted, amended or replaced.
- (v) The parties are not partners or joint venturers nor is the Purchaser able to act as agent of HCL.
- (vi) The Purchaser does not accept these Terms in reliance on any representation, warranty or other statement of whatever sort not included in these Conditions
- (vii) It is the intention of the parties that no person not a party to these Terms shall have any rights in relation to them under the Contracts (Rights of Third Parties) Act 1999.