

## **Training Terms & Conditions**

### **Boyes Turner LLP**

These Terms and Conditions form a legal agreement between you ("you", "your" or "yours") and Boyes Turner LLP ("us", "our", "ours" or "we"), a limited liability partnership registered in England and Wales, whose registered office is at Abbots House, Abbey Street, Reading RG1 3BD for the provision of training courses and events by us to you ("Training Courses").

#### **1. BASIS OF CONTRACT**

- 1.1 Our courses will be detailed on the Events page of our website at [www.boyesturner.com](http://www.boyesturner.com) ("Website") or communicated to you by email.
- 1.2 You may request a place on a Training Course by email ("Booking"). The Booking constitutes an offer by you for the Training Course subject to and in accordance with these Terms & Conditions.
- 1.3 The Booking will only be deemed to be accepted by us once we confirm your Booking by email at which point a contract shall come into existence between you and us ("Contract").
- 1.4 Each Booking shall be deemed to be a separate offer by you for each Training Course, which we shall be free to accept or decline at our absolute discretion.
- 1.5 Any information regarding a Training Course, including without limitation, any advertising descriptions or illustrations are published for the sole purpose of giving general information regarding the relevant Training Course and shall not have any contractual force.

#### **2. FEES AND PAYMENT**

- 2.1 Any Training Course must be pre-paid prior to attending the relevant Training Course. The fees for the Training Courses shall be as set out by us on the Website or, if no price is quoted, then as stipulated by us ("Fees"). All Fees are stated exclusive of VAT.
- 2.2 The Fees shall be paid in accordance with the payment terms on our invoices or before the date of the Training Course, whichever is the earlier. Payment details can be found on our invoices and can be made using a credit or debit card or by BACS transfer.
- 2.3 The Fees shall be paid without any set-off, deduction, counter-claim and/or other withholding of monies. If you fail to pay any Fees when due, we reserve the right to terminate the Contract and/or your Booking(s) and/or charge interest on the amount outstanding at the applicable statutory rate set out under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).
- 2.4 Any discounts offered are at our discretion and are not transferable, and cannot be used in conjunction with any other offer or discount. We reserve the right to withdraw or revise any discount or offer at any time.

### **3. CANCELLATIONS**

- 3.1 We reserve the right to cancel, change venue, change trainers and consultants, or reschedule the provision of a Training Course and will endeavour to provide reasonable notice of cancellation or change, except in an emergency or where the cancellation or change arises as a result of a Force Majeure Event (as defined in clause 6.2 below).
- 3.2 If you are unable to attend a Training Course, you may cancel provided you give us no less than 10 business days' written notice, using the specific email address given to you when the Booking was made. Cancellations made with less than 10 business days' notice will not receive a refund and you shall be liable to pay any outstanding Fees due. You may substitute your place with a colleague without additional charges if you give us written notice so that we may amend the Booking.

### **4. LIMITATION OF LIABILITY**

- 4.1 When you are acting as a consumer, nothing in these Terms & Conditions shall exclude or limit your legal rights. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards.
- 4.2 Whilst we will use reasonable care and skill in providing any Training Course in order to ensure it is relevant and reflects the law at the time of providing the relevant Training Course, our advice and training is not bespoke for you or your particular organisation. Consistent with our policy when giving comment and advice on a non-specific basis, we cannot assume responsibility for the accuracy of any particular statement provided during a Training Course and/or any reliance you place on and/or action you take based on such statement. In the case of any specific problems, we recommend that professional legal advice be sought.
- 4.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.
- 4.4 Nothing in this Contract shall limit or exclude our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot be limited or excluded as a matter of law.
- 4.5 Subject to clause 4.4, we shall not be liable in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise for any loss of revenue; loss of profits; loss of business; depletion of goodwill; any loss of anticipated savings; any loss or corruption of data or information; or any special, indirect or consequential loss suffered by you, in all cases as a result of or in connection with this Contract including, without limitation, a Training Course and/or action taken based on the content of a Training Course.
- 4.6 Our total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise arising as a result of or in connection with the performance or contemplated performance of this Contract shall in all circumstances be limited in aggregate to 100% of the Fees paid or payable under the Contract.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1 All intellectual property rights in materials provided by us and/or used in a Training Course including, without limitation, slides, hand-outs, training exercises and case studies ("Materials") shall be owned by us and/or our licensors.
- 5.2 We grant you a revocable, non-transferable licence to use the Materials for your own personal or internal business purposes only.
- 5.3 You are prohibited from reselling, licensing or otherwise transferring the Materials whether in their original form or altered, adapted, republished or reproduced and whether or not combined with other materials.
- 5.4 You are not permitted to remove any copyright notice from the Materials.

## **6. FORCE MAJEURE**

- 6.1 We will not be liable to you for any delay or non-performance of our obligations under this Contract arising from any Force Majeure Event (as defined in clause 6.2 below).
- 6.2 "Force Majeure Event" means any Act of God, war, insurrection, riot, act or threat of terrorism, strike, lightning, earthquake, fire, flood, storm or extreme weather condition, theft, internet failure, denial of service attacks, malicious damage or any event or circumstance to the extent it is beyond the reasonable control of the relevant party.

## **7. GENERAL**

- 7.1 This Contract and any documents referred to in it constitutes the entire agreement between the parties and supersedes any previous arrangements, understandings or agreements between us and you, whether written or oral, relating to the subject matter of this Contract.
- 7.2 If any of the terms of this Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition, clause or provision will to that extent be severed from the remaining terms, conditions, clauses and provisions which will continue to be valid to the fullest extent permitted by law.
- 7.3 This Contract is governed by, and construed in accordance with, the laws of England and Wales and you submit to the jurisdiction of the English Courts. Any dispute or claim arising out of this Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales save that we may bring proceedings or enforce any judicial decision in jurisdictions of our election.
- 7.4 No failure or delay by us of any right or breach of these Terms & Conditions shall be considered a waiver of any subsequent breach or any other right or remedy.
- 7.5 We will handle your personal data in accordance with our Privacy Policy, details of which are available on our website at <http://www.boyesturner.com/privacy-policy>.