



Booking Terms & Conditions

The Service:

PWM TRAINING (UK) LIMITED will furnish and the CUSTOMER will purchase the professional services (SERVICES) indicated on the basis detailed on the previous page or in the attached Schedule.

Personnel:

PWM TRAINING (UK) LIMITED personnel shall have the option to work from PWM Office or from Home where reasonably possible. When working at a customer site personnel should have the use and benefit of workspace normally provided by the CUSTOMER during working hours to its full-time employees. During the provision of Services and for a period of six months thereafter, neither party shall hire any former employee of the other party without the other party's prior written consent, such consent not to be unreasonably withheld or delayed.

Proprietary Rights:

PWM TRAINING (UK) LIMITED does not grant CUSTOMER any intellectual property rights in the SERVICES or courseware. CUSTOMER acknowledges that PWM TRAINING (UK) LIMITED personnel may from time to time provide services for third parties similar to the SERVICES.

Confidentiality:

PWM TRAINING (UK) LIMITED will instruct its personnel to keep confidential all information, which is marked "confidential" and submitted to PWM TRAINING (UK) LIMITED by CUSTOMER. The CUSTOMER is responsible for the security of its confidential proprietary and classified information. This includes restricting access to such data and information by PWM TRAINING (UK) LIMITED employees. Where PWM TRAINING (UK) LIMITED staff are exposed to such data intentionally or unintentionally, they will be bound by strict confidentiality. PWM TRAINING (UK) LIMITED shall use the same care and discretion with such information that PWM TRAINING (UK) LIMITED uses with its own confidential information. PWM TRAINING (UK) LIMITED shall not be required to keep confidential any information, which is or becomes publicly available, is independently learned by PWM TRAINING (UK) LIMITED outside the scope of this Agreement or is rightfully obtained from third parties.

Payment Terms:

30 days from date of invoice. We reserve the right to cancel future training if these payment terms are not adhered to. The CUSTOMER will pay PWM TRAINING (UK) LIMITED the amount specified plus all applicable VAT and other taxes, if any. The CUSTOMER will pay all reasonable travel, living, out-of-pocket and overtime expenses incurred by PWM TRAINING (UK) LIMITED in furnishing SERVICES, as advised by PWM TRAINING (UK) LIMITED at the time of booking. The CUSTOMER shall pay interest to PWM TRAINING (UK) LIMITED on any unpaid balance at the rate of 8% above HSBC Bank PLC base rate for the time from the due

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date until the date of payment, whether before or after judgment. CUSTOMER shall pay all fees, costs and expenses, including legal fees, relating to the collection of any overdue account.

Attendee Preparation:

The CUSTOMER should ensure that the attendee(s) joining the course are aware of the course pre-requisites and course content - these can be found on the appropriate course outline. The CUSTOMER should ensure that all attendees have the correct and working equipment and the relevant software installed prior to attend training.

Course Cancellation And Rescheduling:

PWM TRAINING (UK) LIMITED reserves the right to cancel a course but will try to minimise disruption as far as reasonably possible if this becomes necessary. Where a course is cancelled, PWM TRAINING (UK) LIMITED will use reasonable endeavours to offer an attendee whose course has been cancelled, a place on the next scheduled course of the same kind where space is available. PWM TRAINING (UK) LIMITED will however be under no obligation to do this. Where the parties are unable to agree a rescheduled date, the course fees shall be refunded. PWM TRAINING (UK) LIMITED will aim to notify the CUSTOMER of any cancellation 10 days prior to the course start date or, if this is not possible, notification will be given as soon as is reasonably possible. PWM TRAINING (UK) LIMITED shall not be liable for any expenses (including but not limited to travel and accommodation expenses) incurred by CUSTOMER in the event of a course being cancelled. In the event of the CUSTOMER requesting a course date reschedule less than 10 days before the course start date PWM Training (UK) LIMITED will endeavour to help the CUSTOMER as much as possible. Based on circumstance, a reschedule may be allowable without cancellation fees. The CUSTOMER may be charged the course fee on the original course date and funds will remain as a credit on the CUSTOMER account against the future course booking. If a future course booking is not made within 6 months of the original course date the credit will be used as a full cancellation fee. In the event of on-site training, in addition to the above cancellation and reschedule notes, PWM TRAINING (UK) LIMITED may also charge for any accommodation and pre-booked travel, arranged following receipt of the signed booking form.

Limitation Of Liability:

PWM TRAINING (UK) LIMITED shall not be liable for loss of profits or special, indirect, consequential or exemplary damages, including costs or legal expenses in connection with the supply, use or performance of SERVICES. All warranties are expressly disclaimed either express or implied including but not limited to performance, merchantability or fitness for a particular purpose. PWM TRAINING (UK) LIMITED shall not be liable in any way whatsoever for the loss of or damage to computer data held magnetically. It is the complete responsibility of the CUSTOMER to ensure that all security copies of data are taken before SERVICES commence. The total liability of PWM TRAINING (UK) LIMITED hereunder in any event shall not exceed the fee paid for the SERVICES. PWM TRAINING (UK) LIMITED does not exclude liability for death or personal injury to the extent that it results from the negligence

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of PWM TRAINING (UK) LIMITED, its employees or agents in accordance with the Unfair Contract Terms Act 1977. For the avoidance of doubt, in the case of SERVICES which comprise either wholly or in part Online Resources, CUSTOMER should note that the SERVICES are provided on an "as is" basis. Further PWM TRAINING (UK) LIMITED does not warrant that any online or network access to the services will be timely or uninterrupted. The entire risk as to the results and performance of any online resources are assumed by the CUSTOMER.

Entire Agreement:

This Agreement is the complete agreement between the parties and supersedes all previous negotiations or correspondence.

Subcontracting:

PWM TRAINING (UK) LIMITED shall be entitled to sub-contract the whole or any part of this Agreement or the provision of any part of the SERVICES.

Force Majeure:

Other than in respect of obligations to make payment, neither party shall be liable for delays in performance or non-performance, of any obligation hereunder due to causes beyond its reasonable control.

Jurisdiction:

This Agreement shall be governed and construed in accordance with the laws of England and the parties agree to the exclusive jurisdiction of the English courts to determine any disputes which may arise out of, under, or in connection with this Agreement.