

Terms & Conditions – training course bookings

Unless otherwise agreed in writing on a case-by-case basis, these are our booking terms and conditions.

1. General

This Agreement is entered into between the person, partnership or company named on the Booking Form (“the Client”) and Framework Training Ltd of registered address Framework Training Limited, Hermes House, Fire Fly Avenue, Swindon, Wiltshire, SN2 2GA (“Framework Training”). The Agreement will be effective once Framework Training has received either a signed booking form or an email confirming acceptance of the terms and conditions herein. Any other terms or conditions sought to be imposed by either party shall not be incorporated into the Agreement and shall have no effect unless agreed to in writing by the other party.

2. Payment terms

Except where otherwise agreed in writing Framework Training requires full payment (cleared funds) prior to course commencement. If payment is not received in accordance with this requirement Framework Training reserves the right to withhold delivery of the course. Without prejudice to any other rights, Framework Training shall be entitled to charge interest of 8% over Bank of England base rate calculated on a daily basis; such interest to run from payment due date until full payment receipt.

3. Instructor Expenses (non-scheduled courses)

Unless otherwise agreed in writing instructor expenses (accommodation, travel and subsistence costs) will be charged to the Client for all

non-scheduled courses. In the event that the instructor is unable to travel to and from the course location on the morning of the first day and the evening of the final day of training then travel time may also be charged to the Client at a pre-agreed rate.

Instructor expenses will be invoiced by Framework Training after course delivery.

4. Cancellation terms

Any cancellation or postponement by the Client of a course within 30 working days of the course start date will be subject to the following charges:

Terms & Conditions – training course bookings

- Within 10 working days of the course start date: 100% of the course fee applied by Framework Training
- Within 25 working days of the course start date: 75% of the course fee applied by Framework Training
- Within 30 working days of the course start date: 50% of the course fee applied by Framework Training

5. Delegate Exclusion

To protect the other course attendees Framework Training reserves the right to exclude delegates from the course due to disruptive or non-professional behaviour or in the event that the delegate's knowledge and/or aptitude is such that the instructor is unable to deliver the course as described in the outline. In the event of such Delegate Exclusion no refund of course fees or instructor expenses (where applicable) will be due.

6. Liability

Except as set out in this clause the total aggregate liability of Framework Training under this Agreement for any losses or damages shall not exceed the total price set out in the Booking Form. Nothing in this Agreement shall exclude or limit the liability of Framework Training for death or personal injury resulting from the negligence of Framework Training or that of its employees, agents or sub-contractors.

7. Course content

Whilst Framework Training will endeavour to deliver the content detailed in the course outline in full, Framework Training reserves the right to reduce content or add new content as deemed necessary.

8. Cancellation and rescheduling by Framework Training

Framework Training reserves the right to cancel or reschedule the course any time. In the event of Framework Training having to cancel or re-schedule a course, the Client will be offered an alternative course date or the option of a full credit/refund.

Framework Training cannot take responsibility for any travel and accommodation costs or other costs incurred by the Client as a direct or indirect result of cancellation or re-scheduling by Framework Training.

Terms & Conditions – training course bookings

9. Copyright

All materials prepared for use with this course (including course notes) will remain the intellectual property of Framework Training (or sub-contractors where appropriate) and are distributed to the Client without prejudice to existing Copyright. Any duplication (electronic or otherwise) or reuse of any materials given to the Client prior to or during the course is strictly prohibited.

10. Software Licenses

The Client is assumed to have all appropriate licenses for the software used during the course, irrespective of the course location.

11. Delegate Property

Any computer equipment, valuables or personal property brought by the delegate to the training venue will remain the responsibility of the delegate and should not be left unattended at any time. Framework Training will not accept liability for any loss of or damage to such computer equipment, valuables or personal property.

12. Representatives and Subcontractors

In the event of the Client being introduced to a representative or subcontractor of Framework Training's as result of attending or booking a training course provided by Framework Training, any subsequent direct or indirect contractual relationship between that Client and the representative or subcontractor within 24 months of any training or consultancy activity involving that representative or subcontractor is prohibited without the express permission in writing of Framework Training. Any infringement of this term will be subject to payment of liquidated damages of £15,000 in respect of loss of actual or future business by Framework Training.

13. Waiver

Failure of a party to insist upon strict performance of any provision of the Agreement or the failure of a party to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under the Agreement. No waiver of any of the provisions of the Agreement shall be effective unless it is expressly stated to be such and signed by the Parties.

Terms & Conditions – training course bookings

14. Law and Jurisdiction

This Agreement is governed by the laws of England and Wales and the parties hereto submit to the jurisdiction of the Courts of England and Wales.