

## SEMINAR TERMS AND CONDITIONS

### 1. BASIS OF SEMINAR SERVICES

1.1 We (IHD Education Ltd) whose registered office is at The Old Inn, Eridge Road, Eridge Green, Tunbridge Wells, Kent TN3 9JU) shall provide and you, (the Customer) shall attend the Seminar subject to these Conditions which govern the contract between us to the exclusion of any other terms which you may ask us to sign or which you may supply.

1.2 Any variation to these Terms and Conditions is of no effect unless agreed in writing by our authorised representative.

1.3 "Seminar" means the seminar or similar event (as more particularly described on the Seminar Invitation), which we will deliver in accordance with these Conditions.

1.4 "Seminar Invitation" means the invitation enclosed with these Conditions or the on-line invitation to which these Conditions are linked.

1.5 The Seminar Invitation is not an offer by us and we may withdraw it at any time.

1.6 You are responsible for ensuring that all information you provide to us is accurate and enables us to identify you, confirm your place on the Seminar and (if necessary) inform you of any changes to the Seminar.

1.7 Your place on the Seminar is subject to confirmation from us in writing that your application to attend the Seminar is accepted.

1.8 We reserve the right to refuse your application to attend the Seminar at our discretion.

### 2. SEMINAR SCHEDULE

The Seminar Invitation is intended to present a general idea of the Seminar and does not form part of the contract between us. Whilst every effort will be made to provide the Seminar in accordance with the Seminar Invitation, this cannot be guaranteed and no condition or warranty to this effect shall be implied. In particular we reserve the right to change the venue and/or change the scheduled speakers at any time without prior notice to you and without incurring any liability towards you.

### 3. CANCELLATIONS AND DELAY

3.1 We will not be liable to you or be in breach of contract by reason of delay or failure to deliver the seminar if the delay or failure was due to any cause beyond our reasonable control.

3.2 Subject to clauses 3.3 and 3.4 charges are non-refundable.

3.3 If you are unable to attend the Seminar you may write to us to request that a colleague is substituted in your place, if you wish to exercise this option you must inform us at least two business days prior to the Seminar date.

3.4 If we are required to cancel the Seminar or reschedule the date of Seminar for any reason, you will be entitled to a full refund of any payment that you have made to us in respect of the Seminar provided, in the case of re-scheduling, that you inform us at least seven business days prior to the Seminar of your intention not to attend the re-scheduled Seminar.

### 4. CHARGES AND PAYMENT

4.1 Charges quoted in the invitation are exclusive of any applicable VAT.

4.2 Payment for the Seminar is due and payable [30] days after the date of the invoice without deduction or set-off. However, payment is due and payable immediately upon cancellation or termination by you of the contract between us.

4.3 If you fail to pay on the due date, the total price of the Seminar becomes due and payable without demand and we may cancel the contract between us, suspend further deliveries and/or claim statutory interest and debt recovery costs.

## 5. LIMITATION OF LIABILITY

5.1 The following sets out our entire liability (including any liability for the acts or omissions of our employees, agents or subcontractors) to you in respect of any breach of these Terms and Conditions, any representation or statement made or any act or omission relating to or done in connection with the contract between us and in respect of any contemplated performance or lack of performance including liability for negligence and other tortious liability.

5.2 All warranties, conditions or other terms implied by statute, common law or trade usage are excluded to the fullest extent permitted by law.

5.3 Nothing in these Conditions excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation or any other liability to the extent such liability may not be excluded or limited as a matter of law.

5.4 We shall not be liable to you for:-

5.4.1 any loss of profit, loss of production, depletion of goodwill; or

5.4.2 any indirect loss, damage, costs or expenses whatsoever.

in each case which arise out of or in connection with the contract between us.

## 6. GENERAL

6.1 If any provision of these Conditions is found to be invalid or unenforceable, the remainder shall not be affected.

6.2 Any waiver by us of any breach by you is not a waiver of any subsequent breach.

6.3 These Conditions and the contract between us do not create, confer or purport to confer any benefit or right enforceable by any person not a party to it.

## 7. ENGLISH LAW

These Conditions and the contract between us are subject to English law and the exclusive jurisdiction of the English courts.