

Keep Legal Consultancy Ltd (hereinafter referred to as **KL**) trades under the following Terms and Conditions of Trading which are binding and take precedence over any other terms proposed. Any amendments to these terms will only apply if evidenced in writing.

1. COURSE BOOKINGS

Written confirmation of a booking must be received by fax, e-mail, post or email. Such confirmation must be received at least 5 working days prior to the commencement of the course (5 weeks with regard to CPC Courses). Dates given out by phone will be not be guaranteed unless otherwise stated. In cases where a deposit is required to guarantee the booking, all deposits are non-refundable.

2. CANCELLATION

The purchaser agrees to pay the following charges to **KL** in the event that their trainees or delegates fail to attend or cancels or withdraws from any course for whatever reason prior to the commencement of the course.

- Written notice given more than 10 working days prior to commencement of course – 0% of course fee plus non-refundable examinations and examination body fees.
- Written notice given more than 5 working days but less than 10 working days prior to commencement of course – 50% of course fee plus non-refundable examinations and examination body fees.
- Written notice given less than 5 working days prior to commencement of course – 100% of course fee plus non-refundable examinations and examination body fees.
- If no written notice of cancellation is given, 100% of the course fee will apply at all times.

All notifications of cancellation must be made in writing via fax, email, post addressed to **KL** at the booking office where original booking was submitted.

3. SUBSTITUTION AND TRANSFER

Substitution of course delegates or trainees or organisation by the Purchaser will be allowed up to the commencement of the course without penalty, unless a particular test cannot be altered/cancelled or is otherwise stated.

In the event that the Purchaser chooses to transfer any trainee(s) or delegate(s) to another course provided by **KL**, no charge will be made unless a particular test cannot be altered/cancelled or is otherwise stated.

All notifications of transfer must be made in writing, fax, telephone or e-mailed by the purchaser addressed to **KL**'s office to which the original booking was addressed.

4. FEES

The fees payable shall be in accordance with the written quotation provided by **KL** or for scheduled courses, shall be in accordance with **KL**'s programme of schedules courses at the time of booking unless otherwise stated.

The course fee includes course documentation and examination charges unless otherwise stated.

5. PAYMENT TERMS

All fees are payable in pound sterling. Unless otherwise specified all fees for all products and services and courses provided to the purchaser

by **KL** are payable before the date of the provision of the service, product or course. No person will be admitted to any course unless payment in full has been received by **KL**. No course report or certificates will be issued to any purchaser who appears as an unpaid debtor on **KL**'s credit control list.

KL agrees that it is responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data. **KL** affirms that, as of the last updated date of these terms and conditions, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.

6. COURSE START DATE AND DELIVERY

Unless otherwise stipulated, all courses will commence on the start day as specified in **KL** programme of scheduled courses or on **KL** quotation to the customer. **KL** reserves the right to change the date of course or venue and **KL** also undertakes to give reasonable notice of cancellation.

7. ADMISSION

KL reserves the right to refuse admission to any person whom it considers in its absolute discretion to be unsuitable for admission to any course or to request any person in breach of the course regulations to leave the course and the premises in which it is conducted. **KL** also reserves the right to refuse training to any delegate who does not supply provisional or full driving licence or source of identification required for any course.

8. COPYRIGHT

Reference materials and equipment provided by and used by **KL** for any course remain the sole property and copyright of **KL**. Any course materials or reference materials sold by **KL** to the purchaser remain the copyright of **KL** and must not be re-sold, copied, hire or lent or in any way given or transmitted to any other party except with the express permission of **KL**.

9. WARRANTY

KL makes no warranty as to the quality or suitability of any training material or other services supplied. **KL** shall not be liable for any errors or mis-statements contained therein for any losses or damages except as provided elsewhere in these conditions, whether direct or indirect in connection with the furnishing or use in performance of training materials or training course content or any other training services provided by **KL**.

10. INDEMNITY

The purchaser accepts responsibility for complaints by its nominated trainees or course delegates with these terms and conditions.

The purchaser agrees to indemnify **KL** in respect of any loss or damage or injury caused to the purchaser's property or its employees, agents, servants or associates by the conduct, act or commission of any trainee or course delegates nominated by the purchaser.

The purchaser also accepts responsibility for loss of **KL**'s property whilst being used or stored on the purchaser's premises.

11. LIMITATIONS OF LIABILITY

- KL**'s liability of loss or damage to property resulting from **KL**'s negligence shall not exceed, whichever is the lesser, £1,000,000 or the value at the time of loss or damage of the associated product for each event or series of events arising from the same cause.
- Except for injury or death to trainees or delegates arising from **KL**'s negligence the remedies provided herein shall be the purchasers sole and exclusive remedies. **KL** shall not be liable for any direct or indirect damages however based.

12. MISCELLANEOUS

- KL** failure to exercise any of its rights hereunder shall not continue or be deemed a waiver or forfeiture of such rights.
- The customer accepts responsibility for delegates driving hours; adhering to regulations and hereby indemnifies **KL** from any responsibility in these areas or for any subsequent infringements. The customer further confirms that all delegates will comply with all statutory requirements for breaks from driving during periods leading up to and after the course and hereby indemnifies **KL** from any responsibility.
- The terms and conditions of the agreement supersede all other terms and conditions contained in any acknowledgement from or any other document issued by either party.
- The purchaser is responsible for supplying suitable suit, boots, coveralls and other equipment for the delegates if required.
- KL** does not take responsibility for any delays/failure of training being uploaded due to incorrect details.
- KL** will ensure that no confidential information is divulged to third parties or sold, or otherwise broadcasted.
- The information contained herein is correct at time of going to press.

13. ACCOMMODATION AND TRAVEL

Whilst **KL** may from time to time publish or provide information on independent travel and accommodation services, this does not constitute **KL**'s recommendation or approval.

KL does not accept any responsibility whatsoever for any default or failure of such services and shall be the subject of an independent arrangement between the purchaser.

14. CONCLUSION

These conditions and all other express or implied Terms of Trading shall be governed and construed in accordance with the Laws of England.

