

## Ken Sturgeon Marketing Training Booking Form

### Terms & Conditions

1. Definitions. These are the terms and conditions governing the provision of training services by Ken Sturgeon Marketing Limited or its sub-contractors with the exclusion of any other oral or written statement or agreement whatever its legal character. 'Client or Customer' means a company or individual that completes a course booking form or enters into a contractual arrangement. 'Delegate' means the party or parties named as attendees on the course booking form. 'Invoice' means an invoice for the charges delivered by Ken Sturgeon Marketing Limited to the customer.

2. General. These Terms and Conditions shall apply to all training carried out in the provision of services by Ken Sturgeon Marketing Limited to the Customer in accordance with any order confirmation authorised by the Customer. No additions to, or modifications of, these Terms and Conditions shall have effect unless expressly agreed in writing by both parties and expressed to be amendments to these Terms and Conditions. Ken Sturgeon Marketing Limited employees or agents are not authorised to make any representations whatsoever concerning the provision of services unless confirmed by Ken Sturgeon Marketing Limited in writing. The Customer acknowledges that it does not rely on, and waives any breach of, any such representations that are not so confirmed.

### 3. Acceptance of Order

i. Bookings can be accepted at any time up to the course start date, subject to availability.

ii. An official confirmation must be received from the Customer in order to reserve a place. Prior to your confirmation, your place is only held provisionally.

iii. Confirmed bookings can be made by letter, fax or email (provisional bookings can be made by telephone, email or via our on-line service). Bookings will only be confirmed on receipt of written authorisation plus deposit or full payment.

### 4. Substitutions, Rescheduling and Cancellations

i. Delegate substitutions may be made prior to the start of the course without penalty, providing Ken Sturgeon Marketing Limited is informed in writing. It is the Customer's responsibility, having referred to relevant Ken Sturgeon Marketing Limited course information, to ensure the course is suitable for the student's requirements.

ii. In the event that a customer cancels a booking no refunds are provided by Ken Sturgeon Marketing Limited. The Customer can, however, substitute another delegate provided the conditions in clause 4.i above are met.

iii. Ken Sturgeon Marketing Limited undertakes to provide the training course on the date specified except when external circumstances prevent this. In these circumstances Ken Sturgeon Marketing Limited will endeavour to re-run the course on a mutually agreeable basis.

iv. Ken Sturgeon Marketing Limited reserves the right to cancel a course, though we make every effort to ensure this does not occur. In the event of a course being cancelled by Ken Sturgeon Marketing Limited, alternative dates will be proposed or a full refund of monies paid.

will be made to the customer.

v. Ken Sturgeon Marketing Limited takes no responsibility for loss of profit and/or for any incidental, consequential special or indirect losses as a consequence of exceptional cancellations.

5. Sub-contracting. Ken Sturgeon Marketing Limited reserves the right to assign or sub contract its training courses to other appointed and approved personnel.

### 6. Pricing and Payment terms

i. All course fees are fixed and published by Ken Sturgeon Marketing Limited, however, Ken Sturgeon Marketing Limited reserves the right to review and change prices.

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ii. The course fee includes tuition, training materials, manuals and computer time as appropriate to the course.

iii. Payment of the course fee, together with the VAT, should be received by Ken Sturgeon Marketing Limited 30 days prior to the course start date or on booking, whichever is the later.

iv. No training services will be provided unless payment conditions have been satisfied.

v. All prices quoted are exclusive of VAT, which will be charged at the prevailing rate as notified by Customs and Excise.

vi. Payment can be made by Bank transfer, guaranteed cheque or credit card (Mastercard or VISA). Credit card payments may incur a 2% surcharge on the gross amount.

vii. The client agrees to pay for any loss or extra cost incurred by Ken Sturgeon Marketing Limited through the client's instructions or through failure in taking delivery on the part of the client, its servants or employees.

7. Course content. Ken Sturgeon Marketing Limited course listing is provided for information purposes only and does not constitute an offer for a particular course or programme. Ken Sturgeon Marketing Limited constantly strives to improve the content of its courses and therefore reserves the right to modify the specification of a course without notice to the Customer. A course title, duration, cost, content and location are liable to change at any time.

### 8. Delegate Suitability

i. It is the Customer's responsibility to ensure that the course is suitable for their requirements. All delegates should have read and understood the course outline and met the necessary prerequisites.

ii. Ken Sturgeon Marketing Limited reserves the right to ask a delegate to leave the training event if the delegates does not meet the course prerequisites.

iii. Ken Sturgeon Marketing Limited urges clients to support this policy, which is designed to protect the Customer's investment.

iv. All delegates will be required to abide by any site rules and regulations operating at the course location.

9. Force Majeure. Ken Sturgeon Marketing Limited shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from, hindered in or delayed in the provision of services through any circumstances beyond its reasonable control including but not limited to strikes, lock outs. Accidents, war, fire, acts of God, reduction in or unavailability of power, break down of plant or machinery or shortage or unavailability of raw materials from normal sources of supply.

### 10. Limitation of Liability and Indemnities

i. Except as may otherwise be expressly provided in these Terms and Conditions, all warranties, conditions, terms, undertakings and representations of any kind whatsoever, express or implied, whether by statute, common law or otherwise, are hereby excluded by Ken Sturgeon Marketing Limited to the fullest extent permitted by law and Ken Sturgeon Marketing Limited shall have no other obligation, duty or liability whatsoever in contract, tort, statute or otherwise to the Customer.

ii. Ken Sturgeon Marketing Limited represents and warrants that the services provided will be performed in a professional and skilful manner consistent with the professional standards and the general customs and practices of the industry.

iii. Ken Sturgeon Marketing Limited's maximum aggregate liability for any and all losses, claims, demands, damages, costs and/or expenses of any kind whatsoever arising out of or in connection with any order confirmation and/or these Terms and Conditions (whether in contract, tort, by statute or otherwise) shall not, in total, exceed the amount actually paid by the Customer to Ken Sturgeon Marketing Limited for the services which are the subject of the order confirmation in question.

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iv. Without prejudice to the generality of the foregoing, Ken Sturgeon Marketing Limited shall not be liable to the Customer (whether in contract, tort, by statute or otherwise) for loss of profits and/or for any incidental, consequential, special or indirect loss or damage arising out of or in connection with any order confirmation and/or these Terms and Conditions, including but not limited to: (a) loss of use; (b) loss of goodwill; (c) loss and/or corruption of data; (d) loss of information; (e) loss of business; (f) loss of goods; (g) loss of anticipated savings; (h) loss of revenue; (i) downtime; (j) any damage relating to the procurement by the Customer of any substitute services.

v. For the avoidance of doubt, neither the types of loss and/or damage specified in sub-clauses 10.iv (a) through (j) inclusive above nor any similar types of loss and/or damage shall constitute direct loss for the purposes of these Terms and Conditions and/or any order confirmation.

vi. For the avoidance of doubt, nothing in these Terms and Conditions and/or any order confirmation shall restrict and/or exclude in any way Ken Sturgeon Marketing Limited's liability for (a) death or personal injury resulting from the negligence of Ken Sturgeon Marketing Limited, its officers and/or employees; and/or (b) fraudulent misrepresentation. The Customer is liable for any loss, damage or injury to Ken Sturgeon Marketing Limited staff or their property which may arise whilst working at the Customer location and is due to negligence or breach of statutory duty by the Customer.

vii. Ken Sturgeon Marketing Limited accepts no liability for the failure of any third party hardware, software and/or systems which may be the subject of any Ken Sturgeon Marketing Limited services: this includes failure to meet its operating specification.

viii. No part of the training material may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior permission in writing of Ken Sturgeon Marketing Limited or the copyright owner.

ix. All Intellectual Property Rights for any product or service remain the property of Ken Sturgeon Marketing Limited unless otherwise stated or agreed.

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