



PUBLIC COURSES: TERMS OF BUSINESS

1. Performance of training: We will use our best endeavours to present and complete all programmes in a diligent and competent manner.
2. Fees: Our fees are made up of the programme fee at the quoted rate, plus VAT. The programme fee covers the provision of all relevant handout material, exercises, computer hardware and software, video films, and course tutor. Specified refreshments are included, but no alcohol will be provided. Prices are quoted, and shall be paid, in pounds sterling.
3. Delegates: Substitution of delegates is freely allowed, provided that each place on a course may only be taken by one person for the duration of the course.
4. Rescheduling and cancellation: If the course does not run on the date advertised for any reason, we will offer at the Client's choice, either attendance at a course on an alternative date or a full refund of money's paid.

We shall have the right to change the advertised venue or tutor at our absolute discretion, provided that in the case of a change of venue not less than three working days' notice in writing is given.

5. Payment terms: Fees are payable in full before the course date. Fees are only refundable if the course is cancelled by us.
6. Interest: We reserve the right to charge interest on overdue amounts at the rate of 30% per annum (our unauthorised overdraft rate from the bank). Subsequent payments will be applied to interest and finance charges first, and then applied to fees/costs outstanding
7. Copyright: We retain the copyright in all materials included or presented in the programme.
8. Exclusion and limitation of liability: Our fee rates are determined on the basis of the limits of liability set out in these Terms of Business. Before contracting for work to be done, the Client may request that we agree to a higher limit of liability (provided insurance cover can be obtained therefor), in which case our fee rates may be adjusted upwards.

Any personal liability of any of our directors, partners, employees, agents or sub-contractors arising in any way out of the performance or non-performance of services is hereby expressly excluded.

We shall have no liability for any indirect or consequential losses or expenses suffered by the Client, however caused, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

Subject to the terms of the next paragraph, our aggregate liability to the Client, whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the provision of the services which gives rise to such liability in respect of any occurrence or series of occurrences.

Nothing in these Terms shall be interpreted as excluding or restricting any legal liability on us for death or personal injury resulting from our negligence or the negligence of our employees, agents or sub-contractors.

9. Force majeure: We will not be liable for failure to provide services where it is not reasonably practicable to do so due to circumstances beyond our control.
10. Applicable Law: All contracts for the supply of goods or services by Irenicon Limited shall be governed by the laws of England and exclusively justiciable in the English courts.