

Terms and Conditions of Provision of Training Course(s)

1. Requests for training course(s) stated overleaf are subject to acceptance in writing by STRATFORD BUSINESS SERVICES, which is a division of Stratford-upon-Avon College.
2. STRATFORD BUSINESS SERVICES may vary the course content or format where it reasonably considers it appropriate to do so, provided that it does not materially affect the content of the course(s).
3. A) Fees stated shall be exclusive of Value Added Tax which will be added at the rate in force at the time of supply.
B) STRATFORD BUSINESS SERVICES shall not be responsible for any cost incurred by the client whether in relation to any delegate including without limitation any travelling expenses or accommodation expenses, or otherwise.
4. STRATFORD BUSINESS SERVICES will invoice the client (as defined overleaf) on acceptance of the booking charges specified overleaf plus VAT at the current rate in force at the time of booking. Invoices are payable before the date of commencement of the course. Payment terms are 30 days net.
5. STRATFORD BUSINESS SERVICES reserves the right to claim interest on late payment of fees at the rate of [1%] above the base rate of [Lloyds TSB] Bank Plc on all sums outstanding after the due date until the actual date of payment (both before and after judgment). STRATFORD BUSINESS SERVICES shall be under no obligation to provide the course(s) where the fee plus such interest is not paid in full prior to the commencement of the course(s).
6. The client may cancel a booking by giving at least 14 days notice in writing to STRATFORD BUSINESS SERVICES prior to commencement of the course(s). In the event of less than 14 days written notice of cancellation being received by STRATFORD BUSINESS SERVICES full course fees will be payable. For the avoidance of doubt, where the price is dependent on the number of delegates, the client will pay for all delegates booked and not the actual numbers attending, if fewer. The client may not send more delegates than the number booked, unless agreed in advance with STRATFORD BUSINESS SERVICES. STRATFORD BUSINESS SERVICES reserves the right to make an administrative charge in the event that the client requests a change in venue and/or date of delivery of the course(s) and/or requests significant changes to the course content. In such circumstances, the administrative charge shall reflect the costs incurred by STRATFORD BUSINESS SERVICES in making those changes to the original booking arrangements.
7. STRATFORD BUSINESS SERVICES reserves the right to cancel any booking whether confirmed or not giving at least [14] days notice in writing to the client in which case STRATFORD BUSINESS SERVICES will refund any monies paid by the client.
8. The client shall keep and ensure that its delegates keep confidential any confidential information which it or they may acquire in relation to the business or affairs of STRATFORD BUSINESS SERVICES and shall not use or disclose such information except as required by law. This obligation shall not apply where such information comes into the public domain otherwise than as a result of a breach by the client.
9. The client will not, and will procure that its delegates will not, remove any materials, documents or any other property (save the client's own property and materials supplied as part of the course) from any premises at which the training course(s) are given, or damage such materials, documents or property in any way.
10. Any course materials provided by STRATFORD BUSINESS SERVICES to the client or its delegates are for the exclusive use of the client and may not be copied (whether in whole or part) or used otherwise than in connection with the training course(s) nor may they be altered in any way by the client. The copyright in all course materials remains vested in STRATFORD BUSINESS SERVICES.
11. While STRATFORD BUSINESS SERVICES intends to maintain a good standard of training courses and trainers, nevertheless it excludes liability to the client as follows:
 - 11.1 STRATFORD BUSINESS SERVICES excludes any loss of profits and/or all liability for indirect or consequential loss or damage and/or of contracts;
 - 11.2 STRATFORD BUSINESS SERVICES' liability shall otherwise be limited to the amount paid by the client for the training course(s);
 - 11.3 Provided that nothing in these terms and conditions shall operate so as:-
 - To exclude STRATFORD BUSINESS SERVICES' non-excludable liability in respect of death or personal injury caused by the negligence of its employees/workers or agents; or to exclude liability for fraudulent misrepresentation.
 - To exclude liability for fraudulent misrepresentation.
12. The client agrees not to assign or transfer its rights and responsibilities or any part thereof under this Agreement without prior written consent of STRATFORD BUSINESS SERVICES.
13. If any software is supplied whether by STRATFORD BUSINESS SERVICES on behalf of the client or otherwise such software is subject to any terms and conditions of the supplier and STRATFORD BUSINESS SERVICES does not hold itself out as an agent for the supplier and excludes all liability insofar as the law permits in respect of the supply of the said software and all matters relating thereto.
14. Where the course(s) is(are) delivered at the client's premises:
 - 14.1 The client shall provide suitable facilities and equipment at no cost to STRATFORD BUSINESS SERVICES.
 - 14.2 The client warrants that it has complied with all relevant health and safety legislation. Furthermore, the client will provide STRATFORD BUSINESS SERVICES with comprehensible information on the risks to health and safety of its employees arising out of the conduct by the client of its undertaking and any measures taken to restrict and control those risks.
15. Neither party shall have any liability for any failure to perform or for any delay in the performance (other than as to payment) of any of its obligations under these Terms and Conditions caused by any factor beyond its reasonable control.
16. This Agreement shall constitute the entire agreement between the parties relating to the subject matter hereof. The terms and conditions herein shall prevail notwithstanding any variation as may appear on any purchase order submitted by the client. If any part, term or provision of this Agreement be held illegal, unenforceable or in conflict with the law, the validity and enforceability of the remainder of the Agreement shall not be affected thereby.
17. These Terms and Conditions shall be governed and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.