



Trebinshun House Terms & Conditions

All bookings are subject to the following terms and conditions and the parties agree to be bound thereby:

1. **PAYMENTS:** Client shall pay 100% of the Total Contract price within the date stated on the invoice from the Company (Trebinshun House). The failure to remit such payment shall constitute a cancellation of this Contract by Client, subject to the terms of Section 5 hereof. All payments are non-refundable.

2. **BINDING CONTRACT:** This Contract shall be binding and accepted by all parties on execution by both parties and delivery thereof to the Client. Delivery by hand, post, email and facsimile transmittal shall constitute delivery hereof.

3. **CLIENT CANCELLATION OF COURSE:** Notice of cancellation must be provided to Company in writing. A cancellation fee of one week's total course at the price agreed for said course, will apply where the Client cancels less than 10 working days (Monday to Friday) before the Course is scheduled to start. In any event, Company reserves the right to refuse admission if payment has not been received prior to attending the course.

4. **ALTERATION TO THE ADVERTISED PACKAGE:** While every reasonable effort will be made to adhere to the advertised Course, Company reserves the right to change Course features as it deems necessary without penalty and in such situations no refunds or part refunds shall be made.

5. **COMPANY CANCELLATION OF COURSE:** In the event that Company (Trebinshun House) permanently cancels the Course for any reason whatsoever, (including, but not limited to any force majeure occurrence) and provided that the Course is not postponed to an earlier or later date nor is merged with another Course, and the Client has paid the Total Contract Price, the Client shall have the option to receive either a credit voucher for the amount that the Client has paid to such permanently cancelled Course, valid for up to one year to be used at any Company Course booked from the above office, or to receive a refund of monies paid to Company.

6. **EFFECT OF CANCELLATION:** The parties intend by Section 3, 4, and 5 agree in advance that Company invests considerable cost in the production, marketing and organisation of the Course and



that these Sections provide reasonable liquidated damages, and not a penalty. In particular the parties intend by this provision to agree in advance to the settlement of damages to Company that will arise from Client's cancellation.

7. LIABILITY: In making arrangements with third parties for transportation, any accommodation, restaurants or other services, Company acts solely as Client's agent and does so on the express condition that no liability of any kind howsoever caused shall attach to Company in connection with or arising out of such arrangements. Company does not include any travel or personal accident insurance as part of the package and the Client and/or delegate is strongly advised to take out their own appropriate insurance.

8. DAMAGE TO PROPERTY: In the event that Client has caused damage to any structure, fabric, furnishings or equipment of Trebinshun House or its contents, the Company holds the right to charge the Client all costs of reparation or replacement.

9. INDEMNITY: Each party agrees to defend, indemnify and hold harmless the other party for any claim, action, cause of action or liabilities which may be asserted by third parties arising out of the performance of either party's obligations pursuant to this Contract, except for the wilful misconduct or gross negligence of the other party.

10. COURSE MATERIAL/CONFIDENTIALITY: All intellectual property rights in all materials produced or distributed by Company is expressly reserved and any unauthorized duplication, publication or distribution is prohibited.

11. BINDING ON SUCCESSORS; NO ASSIGNMENT: This Contract shall run to be binding on and inure to the benefit of the parties, their successors, representatives and assigns. Notwithstanding the foregoing, Client may not assign, sublet or share possession of any of the services or facilities provided under this Contract to any third party except as specifically provided in the Contract. Client agrees to abide by the regulations of the Course facility.

12. DELEGATE SUBSTITUTION: Substitutions can be made at any time without incurring a penalty up to 48 hours before the Course is scheduled to commence, thereafter substitutions will not be allowed and Client Cancellation of Booking provisions shall apply.



13. INTEGRATION: This Contract constitutes the sole and exclusive Contract between the parties, and supersedes any and all prior oral or written, and all contemporaneous oral, Contracts, promises, or understandings among them, pertaining to the transactions contemplated in this Contract. The parties agree that no express or implied representations, warranties, or inducements have been made by any party to any other party except as set forth in this Contract.

14. MISCELLANEOUS: a) It is the responsibility of the Client booking the course to ensure that this course is the correct course for the trainees being booked. b) Company reserves the right to ask a Delegate to leave a course at any time, but would only do so in the most extreme of circumstances. This would be persistent abusive or disruptive behaviour that continued after requests to stop by the management. In such a circumstance, Client will be liable for the full cost of the course that the delegate was attending. c) No refund for any course, accommodation or other item booked will be provided where a Client and or Delegate fails to obtain any appropriate visa or permit for the destination country where the Course is to take place. d) The terms and conditions of this Contract may not be modified without the express written consent. e) Should Client fail to comply with the terms of this Contract, Company has the right to cancel the Client's booking due to breach of this Contract. f) Should a portion of the Contract price at the time of acceptance or at any time in the future be subject to state, federal, or local taxation, or VAT, GST or other applicable sales tax, Company reserves the right to add such charges to the final invoice or recover such sums from the Client at the time when they become due. g) Except as provided in above, the Client cannot transfer or assign this Contract without the written consent of Company. h) The undersigned warrants and represents that he or she is specifically authorized by Client to execute this Contract and bind Client to the obligations under this Contract; Client acknowledges that Company has relied on that representation. i) If any provision of this Contract is deemed unenforceable, the remaining terms shall be enforceable to the fullest extent of the law. j) Time is of the essence in relation to payments under this Contract. k) Client confirms that it has agreed to allow Company to retain Client information on Company database to be used by Company, and passed to selected third parties, to assist in communicating products and services which may be of interest to the Client by letter, phone, fax, (inc. automatic dialling) email or other electronic means. If Client wishes to stop receiving such information please inform above Company office. For training and security purposes telephone calls may be recorded.



15. LEGAL: The Company will not be responsible or liable for any injury to or by students or to any third party other than our common law legal liability in respect of negligent acts on our part. In no circumstances will it be responsible for consequential losses irrespective of how they are caused.

16. This Contract shall be governed and construed in accordance with the law of England and the parties submit to the exclusive jurisdiction of the English Courts in London. However, Company only is entitled to waive this right and submit to the jurisdiction of the courts in which the Client's office is located.