

Standard Terms and Conditions for the Supply of Enliven Education Training

Interpretation

In these terms and conditions:

Agreement: means the agreement for Enliven Education to provide Services to the Client as set out in these Conditions;

Client: means the party to whom Enliven Education has agreed to provide the Services;

Conditions: mean these terms and conditions;

Correspondence Address: means the correspondence address of Enliven Education as stated on the booking form or as otherwise indicated;

Enliven Education: means Enliven Education whose registered office is: PO Box 140, Lewes BN7 9DS

Services: means such training services referred to in Enliven Education published material, as Enliven Education has agreed to supply to the Client.

2. Supply of Services

2.1 All services supplied by Enliven Education to the Client shall be supplied subject to these Terms & Conditions.

Any changes or additions to the Services or the Conditions must be agreed in writing between an authorised employee of Enliven Education and the Client.

2.2 When the Client places an order for the Services by phone, the Client will be required to confirm in writing by email or post within five days.

2.3 Unless alternative arrangements have been agreed in advance payment should be made by cheque or BACS transfer and within the timescale outlined on the invoice which will be sent with written confirmation of booking within 14 days of booking.

2.3 Enliven Education will supply the Services in accordance with its current literature, website or other published information subject to these Conditions.

2.4 If an insufficient number of bookings are received for any course, Enliven Education reserves the right to cancel that course with two weeks notice. Either a full refund of the charges paid will be given or the clients personnel will be booked onto an alternative mutually agreed course. Enliven Education also reserves the right to cancel any course and make a full refund of the charges paid where Enliven Education is unable to provide the course due to circumstances beyond its reasonable control. Enliven Education accepts no liability for any direct or indirect loss or damage which may be sustained by the Client as a consequence of a cancellation or a course in accordance with this clause.

2.5 Ensuring the notification and attendance of designated personnel at scheduled training events shall remain the sole responsibility of the Client.

3. Payment and Charges

3.1 The Client shall pay any amounts due to Enliven Education as agreed in writing and in accordance with these Conditions promptly without any deduction, withholding or set-off.

3.2 All charges for courses must be paid 7 days prior to the start of a course. Charges made for in-house training will be invoiced immediately after the date of training and will be payable within 14 days. Where in-house training extends over a period of more than two weeks, payment will be split in to two halves the first of which must be paid 7 days prior to the start of the training and the second within 14 days of completion of the training.

4. Venues

4.1 For In-House courses, customers accept the responsibility to provide an appropriate venue for the delivery of the training. Enliven Education Instructors will confirm at the time of booking and in writing what facilities they will require.

5. Warranty & Limitation of Liability

5.1 Enliven Education warrants to the Client that the Services will be provided using reasonable skill and care.

5.2 Where Enliven Education supplies any goods in connection with the Services, Enliven Education does not give any warranty as to their quality or fitness.

5.3 Except in respect of death or personal injury caused by Enliven Education's negligence, or as expressly provided in these Conditions, Enliven Education shall not be liable to the Client for any losses, damages, costs or other liabilities of the Client whether direct or indirect or consequential including but not limited to any loss of profit or other economic losses which arise out of or in connection with the Services except as may be required by law. The aggregate liability of Enliven Education (except in the case of death or personal injury as referred to above) arising as a result of these Conditions shall not exceed the amount paid by the Client to Enliven Education in respect of the Services from which the liability arose.

6. Intellectual Property

Any intellectual property rights including copyright arising from or in connection with the Services shall, unless otherwise agreed in writing with the Client, belong to Enliven Education.

7. Termination

Enliven Education reserves the right to terminate the Client's, or Client's representatives, attendance at any training course without notice in the event that the Client or representative behaves in a manner which is deemed in the reasonable opinion of Enliven Education to be unacceptable.

8. Rights of Cancellation

8.1 If the Client gives at least 14 days notice in writing prior to the arranged date of the course, then Enliven Education will consider a full refund or an alternative course date. Refund will not be made for any

expenses such as travel already incurred.

8.2 If the Client gives between 7 days and 14 days notice in writing then Enliven Education will consider a 50% refund of the fee paid or where possible an alternative course date will be offered. Refund will not be made for any expenses such as travel already incurred.

8.3 No refund will be given and no alternative date will be available with less than 7 days notice of cancellation.

8.4 Non-attendance will require full payment of the course fee.

9. Notices

All notices hereunder shall be in writing and:

9.1 If given or made by letter sent by first class pre-paid post, and if applicable, by airmail, shall be deemed to have been given 24 hours (in the case of domestic post) and 72 hours (in the case of airmail) after being posted and in proving such service it shall only be necessary to prove that the notice was properly addressed stamped and posted.

9.2 If given or made by facsimile or e-mail transmission shall be deemed to have been given or made when sent unless the notice was sent after 5.00pm on a business day or on a day other than a business day in which case it shall be deemed to have been given or made at 9.00am on the next business day of the addressee after it was sent.

9.3 Shall be given at the respective address of the other party or at such other address as the other party may have notified in writing as its address from time to time.

10. Severance

10.1 If any provision of these Terms & Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the contract, and the validity and enforceability of the other provisions of the contract shall not be affected.

10.2 If a provision of these Terms & Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11. Rights of Third Parties

A person who is not a party to these Terms & Conditions shall not have any rights under or in connection with them.

12. Acceptance

Confirmation of booking in writing by email or letter signifies the Client's acceptance of these Standard Terms & Conditions.