

## Terms and Conditions of The Louise Pocock School of Millinery.

**BY ORDERING A TRAINING COURSE YOU (THE CUSTOMER) ARE CONFIRMING YOUR AGREEMENT TO BE BOUND BY THESE CONDITIONS.**

### 1. Interpretation

1. 1.1 Definitions. In these Conditions, the following definitions apply:
  - Brochure:** means any online or hard copy document that is produced by the Supplier for certain Training Courses.
  - Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
  - Conditions:** these terms and conditions as amended from time to time in accordance with Condition 19
  - Contract:** the contract between the Customer and the Supplier for the purchase of a Training Course in accordance with these Conditions.
  - Customer:** means the person, firm or company who purchases the Training Course from the Supplier and any representative of the Customer;
  - Course Materials:** means the materials provided by the Supplier in the course of the delivery of the Training Course.
  - Course Fee:** means the fee payable for a Training Course;
  - Data Protection Legislation:** the Data Protection Act 1988 and Electronic Communications (EC Directive) Regulations 2003 and any other data protection laws and regulations applicable in the jurisdictions in which a Training Course is delivered hereunder and codes of practice, guidelines and recommendations issued by the Information Commissioner or any replacement or equivalent body, as amended and in force from time to time.
  - Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
  - Order:** any order from the Customer to the Supplier for the purchase of a Training Course including without limitation a purchase order (in electronic or hard copy form) or a postal application, e-mail, telephone call or fax requesting the purchase of a Training Course or an order submitted via our Website. **Representatives:** means any employee or any other delegate attending a Training Course on behalf of the Customer;
  - Supplier:** means the Louise Pocock School of Millinery or any other connected company.
2. 1.2 **Construction.** In these Conditions, the following rules apply:
  1. (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
  2. (b) a reference to a party includes its personal representatives, successors or permitted assigns;
  3. (c) a reference provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
  4. (d) any phrase introduced by the terms **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
  5. (e) to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory
  6. (f) a reference to **writing** or **written** includes faxes and e-mails.

### 2. Basis of Contract

1. 2.1 The Order constitutes an offer by the Customer to purchase a Training Course in accordance with these Conditions.
2. 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance [by e-mail] of the Order. The Contract shall be deemed to come into existence on the earlier of the issuance of such written acceptance or the delivery of the Training Course to the Customer.
3. 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
4. 2.4 Any descriptive matter or advertising issued by the Supplier, and any descriptions contained on the Website or Brochure, are issued or published for the sole purpose of giving an approximate idea of the Training Courses described in them. They shall not form part of the Contract or have any contractual force.
5. 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
6. 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of twenty-eight (28) days from its date of issue, provided that the Supplier has not previously withdrawn it
7. 2.7 The Supplier reserves the right at anytime and without notice to:
  1. (a) withdraw Training Courses advertised for sale on the Website or Brochure; or
  2. (b) change the content of any Training Course.

### 3. Course Fee and Payment

1. 3.1 The Course Fee for any Training Course at any given time shall be displayed on the Website or Brochure and/or shall be notified to the Customer by a representative of the Supplier.
2. 3.2 For the purchase of a Training Course the Course Fee shall be payable by invoice where credit or debit cards can be used. If payment by cheque or bank transfer is preferable please contact the supplier.
3. 3.3 Subject to Clause 3.4 below, the Customer shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier or (if earlier) at least 10 Business Days prior to the start of the Training Course unless the Supplier agrees otherwise in writing.
4. 3.4 Notwithstanding Clause 3.3 if the Order is made by the Customer via the Website less than 10 Business Days before the Training Course start date the Course Fee shall be immediately payable and due.
5. 3.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.
6. 3.7 The Supplier reserves the right from time to time to change the Course Fee. In the event that due to a technical error the amount of the Course Fee displayed on the Website or in the Brochure is incorrect the Supplier shall notify the Customer as soon as reasonably practicable. In the event the correct amount of the Course Fee is higher than the amount displayed on the Website or in the Brochure the Customer shall have the right to either continue with the Order for the Training Course at the increased Course Fee or cancel its Order. In the event of a cancellation pursuant to this Condition 3.7 the Supplier shall refund the Customer any amount already paid pursuant to this Condition 3 for such Training Course by the Customer.

### 4. Transfers and Cancellations and Postponements

1. (i) No charge for transfer requests received by the Supplier within a minimum of 20 business days prior to the original Training Course (the
2. 4.2 All notice of cancellations must be made in writing to the Supplier. The Supplier shall refund the Customer in full any amount already paid pursuant to Condition 3 in respect of a notice of cancellation in respect of a Training Course received not less than 20 Business Days before the start date of such Training Course, in the event that the notice of cancellation is received more than 10 Business Days but less than 20 Business Days before the start date of such Training Course the Supplier shall refund the Customer 80% of any amount already paid pursuant to Condition 3.
3. 4.3 In the event that the Customer fails to attend a Training Course or the notice of cancellation in respect of a Training Course is received by the Supplier within 10 Business Days of the start date of such Training Course full payment of the Course Fee in respect of such Training Course shall be required.
4. 4.4 The Supplier reserves the right to cancel a Training Course at any time without incurring any additional liability to the Customer or any delegate. In such circumstances the Supplier shall offer at its sole discretion either alternative dates, a full refund or a credit note.
5. 4.5 The Customer and the Supplier may agree in writing to postpone a bespoke Training Course from time to time subject to payment in full by the Customer of all non-recoverable expenses and costs incurred by the Supplier in connection with such postponed training course including but not limited to any travel or accommodation costs.

### 5. Intellectual Property Rights

1. 5.1 All Intellectual Property Rights in or arising out of or in connection with the delivery of a Training Course and the Course Materials shall be owned by the Supplier.
2. 5.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
3. 5.3 In consideration of receipt by the Supplier of the Course Fee, the Supplier grants to the Customer and its Representatives with effect from the start date of the applicable Training Course a non-exclusive, non-transferable licence to use the Course Materials for the sole purpose of participating in the applicable Training Course.
4. 5.4 All Course Materials are the exclusive property of the Supplier. Use of Course Materials not expressly permitted by these Conditions is strictly prohibited and shall constitute an infringement of the Supplier's Intellectual Property Rights.

### 6. Customer's Obligations

6.1 The Customer shall:

1. (a) comply with all health and safety rules and regulations and any other security requirements that apply at the premises at which the Training Course is provided;
2. (b) use the premises at which the Training Courses are provided only for the purposes of participating in the Training Courses;
3. (c) not copy the Course Materials except whether such copying is incidental or necessary for the purposes of completing the relevant Training Course;
4. (d) not provide or otherwise make the Course Material available in whole or in part, in any form to any person without the prior written consent of the Supplier;
5. (e) not alter, or modify the whole or any part of the Course Material not permit the Course Material or any part of them to be combined with or become incorporated into any other materials.

## 7. Confidentiality

1. 7.1 Both parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one party to the other party, or to that party's employees, agents, consultants or subcontractors and any other confidential information concerning that party's business or products which the other party may obtain during the delivery of the Training Course and use of the Course Materials (the "Confidential Information").
2. 7.2 Both parties shall ensure that their employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such Confidential Information comply with this Condition.
3. 7.3 The Customer shall not make use of or divulge to any third party any Confidential Information it may gain as a result of any visit to the Supplier's premises.
4. 7.4 The Customer shall not use any such Confidential Information for any purpose other than to perform its obligations under the Contract.
5. 7.5 The receiving party acknowledges that the requirements in this Condition shall not apply to any part of the Confidential Information which:
  1. (a) Is or becomes public knowledge through no fault of the receiving party;
  2. (b) Is acquired by the receiving party from a third party with legal title to it;
  3. (c) The receiving party can prove was lawfully in its possession at the date it was disclosed by the disclosing party; or
  4. (d) Is independently developed by the receiving party.
6. 7.6 Either party may disclose any such Confidential Information:
  1. (b) To the extent required by law, by any governmental or other regulatory authority, by a court or other authority of competent jurisdiction, or as is required to be disclosed by an accreditation or certification body only for the purposes of that party's own internal audit.

## 8. Warranties and Disclaimer

1. 8.1 The Supplier does not make any representation, guarantee or commitment to the Customer that the Course Materials shall be error free.
2. 8.2 All representations, warranties and/or terms not expressly set out in these Conditions (whether implied by law, conduct, statute or otherwise) shall be excluded to the maximum extent permitted by law.

## 9. Liability

1. 9.1 Except in respect of death or personal injury caused by the Supplier's negligence or as expressly provided in these Conditions, the Customer acknowledges that the Supplier shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the this Contract.
2. 9.2 Except as expressly provided for in these Condition, the total liability of the Supplier under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the Course Fee which has been paid or is payable pursuant to Condition 3 above.

## 10. Termination

1. 10.1 Termination by the Customer can be effected only with the written consent of the Supplier and in accordance with the Condition 5.
2. 10.2 The Supplier shall be at liberty (without prejudice to any other rights it may have) to terminate the Contract forthwith on giving notice in writing for any of the following reasons:
  1. (a) Non-payment by the Customer of any one or more invoices submitted by the Supplier;
  2. (b) A material breach of the Customer's express or implied obligations under the Contract and where such breach is remediable the Customer fails to remedy that breach within thirty (10) days of being notified by the Supplier in writing of the breach;
  3. (c) If a petition is made for the Customer's bankruptcy or a criminal bankrupt order is made against the Customer or if the Customer makes any composition or arrangement with or for the benefit of creditors or makes any conveyance or assignment for the benefit of creditors;
  4. (d) Where the Customer is a company, if any action is taken for or with a view to its winding up, or a petition is presented for an administration or winding up order against it or such an order is made, or it becomes insolvent or unable to pay its debts as they fall due, or an administrative receiver or receiver or manager of its undertaking is duly appointed by a creditor or by the court, or possession is taken of any of its property by an encumbrancer and in that event such termination shall not affect any rights which the Supplier may have against the Customer in consequence of the breach by the Customer.
3. 10.3 On termination of the Contract the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest (if applicable).
4. 10.4 The accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

## **11. Force Majeure**

11.1 The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war or fire ("Force Majeure Event").

## **12. Data Protection**

1. 12.1 Each party agrees that in performing their obligations under the Contract, they shall comply with the provisions of all applicable Data Protection Legislation to the extent it applies to them.
2. 12.2 The Customer shall procure that its Representatives consent to the Supplier holding and processing data relating to them for legal, personnel, administrative and management purposes in connection with the performance of the Contract and in particular to the processing of any "sensitive data" as defined in the Data Protection Legislation.

## **13. Anti-bribery**

13.1 The Supplier shall at all times comply with the UK Bribery Act 2010 and shall not do anything and procure that any of the Supplier's employees agents or subcontractors shall not do anything that would cause, or risk causing the Customer to commit an offence under such Act.

## **14. Severance**

14.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provision hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **15. No Partnership or Agency**

15.1 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent for the other party for any purpose. No party shall have authority to act as agent for, and to bind, the other party in any way.

## **16. Assignment**

16.1 The Customer shall not be entitled to assign its rights or obligations under any Contract with the Supplier without the prior written consent of the Supplier.

## **17. Waiver**

17.1 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

## **19. Variation**

19.1 Any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Supplier.

## **20. Notices**

1. 20.1 Where a notice is required to be given to any party hereto it may be served by leaving it at the registered office or last known address of that party. Otherwise it may be delivered personally, or be sent by first class post, recorded delivery or by commercial courier to the other party and for the attention of that party's nominated contact in accordance with Condition 19.2.
2. 20.2 Any notice shall be deemed to have been duly received if delivered personally when left at the address or, if sent by pre-paid first class post or recorded delivery on the second business day after posting, or if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed.

## **21. Contracts (Rights of Third Parties) Act 1999**

21.1 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.

## **22. Governing Law and Jurisdiction**

22.1 The Contract to which these Conditions apply and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), unless otherwise stated, shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).