



TPD Group - Training Booking Terms & Conditions

1. Definitions

"TPD" means Technical Programme Delivery Group

"Client" means the person, entity or company (detailed in the booking form) for whom TPD is providing the Training.

"Contract" means the agreement for TPD to provide Training to the Client as set out herein.

"Conditions" means these terms and conditions.

"Fees" means the fees and expenses for the Training as stated overleaf.

"Notice" means notice given in writing, and shall be deemed to be given upon actual receipt.

"Training" means the training services which TPD has agreed to provide to the Client.

2. Registration

2.1 After the booking confirmation is received a legally binding Contract is formed and these Conditions apply.

3. Fees and Payment

3.1 The prices quoted to our clients will be deemed correct at the time of offering and for 60 days thereafter. TPD reserves the right to adjust these prices in order to meet their true cost outside this period.

3.2 All course fees are payable upon confirmation of booking and must be paid in full, prior to the course. TPD reserves the right to allocate the course place to another delegate if fees are not paid on time.

3.3 VAT is chargeable at the standard rate.

4. Booking Amendments

4.1 There will be no charge if a substitute person from your organisation wishes to replace the original delegate on the same date, on the same course. Please inform our course administrator of any change to the original booking.

4.2 If a delegate wishes to transfer a booking to a later course, there will be an administrative charge of 25% of the course fee if it is within 15 working days of the

original course date. If the transfer is then cancelled and the delegate fails to attend, the full course remains payable.

5. Cancellation

5.1 The only payments TPD will make in the event of cancellation are for cancellations made in writing and received, over 20 working days before the start date of the course; the course fees will be refunded

5.2 20 working days or less before the start date of the course; the full course fees will be charged.

5.3 Where discounts for multiple places apply the price will be amended accordingly to the remaining number of places.

5.4 TPD reserve the right to cancel a course at any time without liability. In these circumstances, delegates will be offered either an alternative date, a credit note or a full refund if payment has been made.

5.5 Notwithstanding termination of this Contract the provisions of clauses 3, 5, 7, 8, 9 and 10 shall continue to apply.

6. Changes to Courses

TPD training courses are constantly being updated and improved and TPD reserves the right to alter any of the courses' content without prior notice.

7. Confidentiality

Neither TPD nor the Client shall divulge or allow to be divulged to any person any confidential information disclosed by the other party in connection with the Training. This obligation will survive termination of the Contract. This obligation will not apply to confidential information which is in the receiving party's possession before its disclosure, that is or becomes part of the public domain through no fault of the receiving party, or that otherwise becomes available to the receiving party from an independent source not under a confidentiality obligation.

8. Liability

8.1 The course material for the Training has been designed as an integral part of the Training solely for the benefit of delegates attending the Training. The material does not stand on its own and is not intended to be relied upon for giving specific advice.

8.2 TPD will not be liable by reason of breach of Contract, negligence or otherwise for any loss or consequential loss occasioned by the Client acting, omitting to act or refraining from acting in reliance upon the Training course, the presentation of the Training, or any other aspect of the Training.

8.3 Consequential loss means any loss of anticipated profits, damage to reputation or goodwill, loss of expected future business, damages, costs or expenses payable to any third party or any other indirect losses.

9. Intellectual Property

Any intellectual property rights arising from or relating to the Training, including copyright in the course material, shall belong to TPD. No part of the course material may be reproduced in any form without the prior permission of copyright holder.

10. Governing Law

Any dispute about the Services or the Contract is subject to the exclusive jurisdiction of the English courts and will be governed by English law.

11. General

11.1 No relaxation, forbearance, delay or indulgence by TPD in enforcing any part of this Contract or the granting of any time by TPD shall prejudice or affect or restrict any of TPD's rights and nor shall any waiver by TPD of any breach operate as a waiver of any subsequent or continuing breach.

11.2 Nothing in this Contract shall create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person who is not a party to this Contract.

11.3 No provision shall be deemed severable and of no force or effect.