

## **TERMS AND CONDITIONS (“the Conditions”)**

### **1 DEFINITIONS**

- 1.1 In the Conditions the “Company” refers to Insight Management Consultants Limited. The Company acts as an agent for Insight Professional Development Limited in the case of Professional Development courses and as Principal in all other instances
- 1.2 In the Conditions references to the Company shall include references to its agents employees associates consultants sub-contractors successors and assigns
- 1.3 The “Client” shall mean the person or entity commissioning the work to be undertaken by the Company or purchasing goods and services from the Company
- 1.4 In the Conditions references to the Client shall include references to its agents employees consultants sub-contractors successors and assigns
- 1.5 In the Conditions references to the “Course” includes any course programme seminar workshop or other facilitated event run by the Company
- 1.6 In the Conditions the “Services” shall mean the training coaching facilitation consultancy design development modelling production and other services performed by the Company
- 1.7 In the Conditions the “Delegate” refers to an individual booked onto or attending a Course
- 1.8 In the Conditions the “Director” refers to a Director of the Company
- 1.9 In the Conditions the “Website” refers to the Company website currently located at [www.insightbusinesslearning.com](http://www.insightbusinesslearning.com)

### **2 TERMS AND CONDITIONS**

- 2.1 These Conditions form the basis of the Contract between the Company the Client and the Delegate
- 2.2 No waiver alteration or modification of these terms and conditions shall be valid and binding unless made in writing and signed by a Director or Officer of the Company

### **3 FEES INVOICING AND PAYMENT**

- 3.1 Course prices are displayed on the Website. The Company reserves the right to amend prices at any time without prior notice. Course prices shown on the Website at the time of booking shall be the prices that apply to that booking.
- 3.2 All invoices are due and payable within 14 days from the invoice date and in any event no later than 14 days prior to the commencement of the Course.

Where bookings are made too late to conform to these Conditions payment must be received within 72 hours of the booking.

Course places not paid for on time may be reallocated to another Delegate.

If a Delegate arrives at the Course without prior payment being received the Company may ask for payment on the day and reserves the right to refuse admission.

- 3.3 All courses are non residential unless stated otherwise. Prices stated exclude the cost of travelling overnight accommodation breakfast and evening meals which remain the sole responsibility of the Client
- 3.4 Prices stated include the cost of lunches and non alcoholic beverages during the delivery of the Course only when these have been arranged in advance by the Company with the venue supplier
- 3.5 Any other items incurred during or as a result of attendance on the Course remain the sole responsibility of the Client
- 3.6 All prices stated are exclusive of VAT (if any) which will be charged at the current rate as at the date of the invoice
- 3.7 Any discounts offered on course are exclusive and cannot be combined with other discounts offered unless specifically authorised by a Director of the Company
- 3.8 The Company reserves the right to charge interest on any overdue amounts at the rate of 2% per month or part month and any such interest payment shall be due and payable in addition to any outstanding charges without deduction of tax

#### **4 BOOKING AND CANCELLATION**

- 4.1 If a Delegate withdraws for whatever reason during the 28 days prior to the start date of the Course the fee will remain payable in full. A substitute Delegate nominated by the Client may be accepted by the Company. Alternatively at the discretion of a Director the Company may permit the transfer of the booking to an alternative Course run by the Company. Payment must be made in full and at the time it would have been due under the original booking
- 4.2 The Company reserves the right at any time at the absolute discretion of a Director and without liability to cancel any scheduled Course in which event all Course fees paid will be refunded or a mutually acceptable alternative agreed
- 4.3 The Company reserves the right at any time without prior notice and without liability to change the venue, timings, Course content and tutor from that described in advance publicity or marketing material including its website
- 4.4 Where a provisional booking or reservation is made it must be confirmed in writing within seven days to remain valid. The date of confirmation will be taken as the date of booking.
- 4.5 Bookings may be made by post fax email or via the website. Telephone bookings require to be confirmed in writing

#### **5 LIABILITY**

- 5.1 The Company does not accept responsibility for Delegates or Clients personal property and Clients will be liable for any damage or any breach of the terms and conditions applying to Delegates accommodation
- 5.2 The Delegate and the Client undertake to indemnify and hold harmless the Company and its Directors employees associates and any other representatives including the Course tutors in respect of any claim for death bodily injury mental physical or emotional harm or other personal disability and damage to property occurring in connection with the event

## **6 COPYRIGHT**

- 6.1 The Company is the sole owner of and shall retain the copyright in the website content and all Course literature manuals models forms reports publications software or other machine readable codes or products of a similar nature and any other printed material relating to the Services provided by the Company and any such items shall not be copied or reproduced in whole or part in any form without the prior written consent of a Director

## **7 GUARANTEE**

- 7.1 If any Delegate is not satisfied that the course meets their needs and notifies the Course leader or tutor by lunchtime on the first day of the course then all course fees in respect of that Delegates attendance shall be waived and monies paid for that Delegates place will be refunded in full. Alternatively the Delegate or Client may opt to transfer the booking to another Course of equivalent value.
- 7.2 Refunds will not be granted in any other circumstance

## **8 DISCLAIMER**

- 8.1 Statements made by tutors and notes and training materials supplied by the Company in connection with the course are intended for educational and guidance purposes only and cannot be relied upon for legal interpretation or investment or business advice. The Company takes no responsibility for Delegates or Clients actions or those of others reading or interpreting such materials nor responsibility for any loss incurred as a result of relying on such statements or materials. Delegates and Clients are advised to take appropriate business, financial, legal or investment advice to avoid loss or damage.

## **9 GENERAL**

- 9.1 The Company may without prejudicing or waiving any of its rights to enforce any of the Client's or Delegate's obligations at any time grant to the Client or Delegate any indulgence or forbearance or time in respect of any breach of the Conditions by the Client or Delegate
- 9.2 All funds due to the Company shall be paid in full without deduction or write off
- 9.3 The Contract shall be governed by the laws of England and the English Court shall have sole jurisdiction to consider and determine any dispute or issue arising out of or relating to this Agreement