

These terms and conditions apply to those who purchase services from Hillcroft House UK Limited.

## 1. Definitions

**“Agreement”**: means the contract you have entered into by purchasing the services to which these terms and conditions apply.

**“Course Materials”**: material provided to the individual participants at an event for the purpose of the Services.

**“Customer”**: means a firm, company or other commercial enterprise to whom Services are provided.

**“Seller”**: means Hillcroft House UK Limited, 16 Old Queen Street, City of Westminster, London SW1H 9HP with a registered office at Oakley House, Headway Business Park, 3 Saxon Way West, Corby NN18 9EZ

**“Intellectual Property Rights”**: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or getup, rights in goodwill, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**“Public Courses”**: refers to training delivered by the Seller to multiple customers at the Seller or alternative location from that of the Customer.

**“Quote”**: refers to the price quoted in a proposal document, contract or any other form of formal communication.

**“Services”**: services to be provided by the Seller to the Customer under the Agreement which include public scheduled courses, on-site training courses.

## 2. General

2.1. These terms and conditions should be read and accepted by you prior to your purchase. You accept that by purchasing any of our Services, you agree to be bound by these terms and conditions.

2.2. By placing an order for Services from the Seller you warrant that you are legally capable of entering into binding contracts on behalf of the Customer, and acknowledge that where a purchase order is issued for the ordering of such services, these Terms and Conditions will prevail over any terms and conditions contained within any such purchase order.

2.3. Where a customer has a specific agreement or contract in place for alternative services provided by the Seller, the Customer acknowledges that for any instances of training, and/or where there is a conflict of terms and conditions, these Terms and Conditions will apply for any training unless expressly acknowledged in writing by the Seller.

2.4. The Seller reserves the right to modify these terms and conditions and vary any course content or personnel from time to time.

2.5. Except as set out in these terms and conditions, any variations, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the parties.

2.6. The Seller shall provide the Services requested, and as described in any Seller written proposal, exercising reasonable skill and care at all times.

2.7. The Agreement shall be governed by English Law. Any dispute under the Agreement shall be submitted to the exclusive jurisdiction of English courts.

2.8. The parties are each independent contractors. Nothing in the Agreement shall give rise to a partnership, joint venture, agency or any such other relationship between the parties. Neither party shall claim to be a legal representative, partner, agent, franchisee or employee of the other party.

2.9. By providing personal data relating to your employees or agents to us, you confirm that you are entitled to disclose that data to us under the terms of the Data Protection Act 1998 and related legislation and that we are entitled to process such data for the purposes of providing your contracted Services.

### **3. Warranties**

The Seller warrants to provide the Services with all the care and skill to be executed of a qualified and competent trainer experienced in undertaking services of the same kind as the training.

3.1. If the Services performed are in breach of clause 3, the Seller will at its option make good the performance, re-perform the Service or refund the Customer.

3.2. The obligations in clauses 3.1 will not apply where:

- a) the defective of the Service concerned was based upon information supplied by or varied from the normal Service at the specific request of the Customer; or
- b) the Customer failed to notify the Seller of the defect within 14 days of the supply of the Service.

### **4. Fees**

4.1. Any prices quoted to the Customer for the provision of Public Courses will be based on prevailing price lists in force at that time. Such price lists are subject to change and amendment at any time.

4.2. Any discounts offered by the Seller to the Customer for the provision of services are offered against published price lists or standard rates in force at the date of quote, and such discounts or offers are unable to be used in conjunction with any other offers available at that time.

4.3. All fees quoted are for the provision of services only and exclude any travel or subsistence or other expenses unless otherwise stated on the course literature.

4.4. All fees are subject to annual or other such periodic review and amendment in order to take into account the changing nature and variation of wages, materials and other costs in providing the services to the customer. The Seller reserves the right to accordingly adjust fees at any time to take account of such increases in cost.

### **5.0 Payment terms**

5.1. All training courses are billable in advance and are within 7 days of the Seller's invoice.

5.2. Any Public courses booked within 7 days of the course commencement date are payable on booking.

5.3. The Seller reserves the right to refuse attendance on any Public course which has not been paid in advance.

5.4. Any fees outstanding beyond agreed terms are subject to a late payment interest charge of 4% above the Bank of England base rate prevailing at the end of each month that such debt is outstanding.

5.5. The Customer warrants in all instances that where a valid Customer purchase order is required to be quoted on any invoices, the Customer will provide such purchase order details as necessary in order to facilitate payment in good time and for the full value of any service provided.

5.6. The Seller is not liable under any circumstances for the failure of the Customer to provide any necessary purchase order information as may be required, and the Customer accordingly acknowledges that all fees are due and payable according to the Seller's terms and conditions in the instances where a valid purchase order has failed to be provided.

## 6. Cancellation

6.1. Cancellation charges including those levied for transfers, deferrals or postponements of services are charged in accordance with the table of charges set out below.

6.2. Charges are applied to the full list price of any course or standard day rates in force at the date of cancellation.

6.3. All cancellations, transfers, deferrals or postponements must be received in writing by the Seller.

Time period before Course date that the cancellation is made	Charge to Customer
More than 61 calendar days	No charge
21-60 calendar days	60% charge
20 calendar days or less	Full charge

6.4. The Seller reserves the right to cancel, defer or postpone any training services at any time at its discretion with no liability to the Customer. In such circumstances the Seller will offer the Customer an alternative date. The Seller accepts no liability if, for whatever reason the course fails to take place – this includes hotel accommodation, flights and/or any travel.

6.5. Where the Seller cancels a course, and is unable to offer an alternative date to the Customer, then the Customer will be refunded in full any fees paid. For the avoidance of doubt the Seller is under no obligation to provide a refund where an alternative date is offered but is refused by the Customer.

6.6. Substitution of course attendees will be at the Seller's discretion and the Seller reserves the right to charge an administration fee of £20 for each substituted attendee.

## 7. Termination of Agreement

7.1. This Agreement will continue to apply to all training arrangements provided to the Customer until such time that terms and conditions are changed.

7.2. The Seller may at its discretion terminate or suspend this Agreement upon 10 days' notice to the Customer if:



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- a) the Customer ceases to trade or otherwise terminates business operations;
- b) becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditor's arrangement, composition or comparable proceeding or any proceeding is instituted against the Customer;
- c) fails to make payment in accordance with the terms and conditions of this Agreement.

7.3. The Seller may at its discretion immediately terminate or suspend this Agreement if the Customer commits a material breach, or a series of breaches the combination of which constitutes a material breach and the Customer fails to remedy such breach(es) with 10 days after receipt of notice giving details of breach(es) and requiring them to be remedied.

### 8. Intellectual Property & Confidentiality

8.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Seller.

8.2. The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such material is conditional upon the Seller obtaining a written licence from the relevant licensor on such terms as will entitle the Seller to licence such rights to the Customer.

8.3. All Course Materials are the exclusive property of the Seller.

8.4. Each party acknowledges and agrees that any and all information concerning the other's business or the terms of the Agreement including these terms and conditions is confidential ("Confidential Information") and each party agrees that it shall not permit the duplication, use or disclosure of any such Confidential Information to any person (other than its own employee, agent or sub-contractor where the same requires such information for the performance of the Agreement) unless such duplication, use or disclosure is specifically authorised in writing by the other party, or is required by the operation of law. Confidential Information does not include information which at the time of disclosure is or comes into the public domain (other than by the unauthorised act of the disclosing party). The parties shall take all reasonable steps to ensure that their employees, agents and sub-contractors keep Confidential Information confidential. This clause 8.4 shall survive termination of the Agreement.

8.5. The Customer undertakes to keep all Publications materials created by the Seller confidential and not to copy, publish or distribute any such information, materials or documents to any third party without the Seller's prior written consent (save where such information is in the public domain or the Customer is required to disclose such information by law).

### 9. Force Majeure

The Seller shall be entitled to delay or cancel delivery of any services or to reduce the amount of services delivered if it is prevented from or hindered or delayed in the provision of services through any circumstances beyond its reasonable control including strike, lock-out, accident, war, government action, national emergency, act of terrorism, protest, riot, civil commotion, explosion, flood, epidemic, fire.

### 10. Liability & Insurance

10.1. Nothing in these terms and conditions shall limit or exclude the Seller's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;

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b) fraud or fraudulent misrepresentation; or

c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.2. The Seller's aggregate liability including the liability of their partners and employees in respect of any services provided to the Customer by the Seller in connection with the service contract will be limited to the total fees payable by the Customer for the service.

10.3. The Seller shall not be liable to the Customer in respect of any event of default for loss of profits, goodwill or any type of indirect or consequential loss, including the acts or omissions of the Customer, even if the Seller had been advised of the possibility of the Customer incurring the same.

10.4. Advice is provided in good faith, but without responsibility.

10.5. The Customer shall to the fullest extent permitted in law, indemnify and hold harmless the Seller and its Third Parties from and against any and all claims, damages, losses or expense, arising out of or resulting from any injury or damage sustained on the Customer's premises or for which the Customer is responsible.