

1. Definitions

- 1.1. We are Applied Business Solutions Ltd of Zealley House, Greenhill Way, Kingsteignton, NEWTON ABBOT, Devon, TQ12 3SB. (company registered in England, No. 3272968, whose registered office is at Sigma House, Oak View Close, Edginswell Torquay TQ2 7FF).
- 1.2. You are the person who has contracted with us to permit a delegate or delegates to attend an event.
- 1.3. An "event" includes a course, seminar or conference organised by us.
- 1.4. "on-site" means an event organised by us but where the location is at your premises or at premises you have organised.
- 1.5. A "delegate" is any person who attends an event pursuant to an order placed by you
- 1.6. The "fee" is the price we agree for the delegates to attend the event (and is quoted, unless we expressly state otherwise, as being exclusive of VAT)

2. Services

- 2.1. We agree to allow the delegate or delegates named in your order attend the specified event subject to these terms and conditions and you agree to pay the fee.

3. Materials and Copyright

3.1. We hold the copyright and database right in any delegate lists we may provide. When you are provided with them they are given only for the purposes of enabling you to identify your fellow delegates. You are expressly prohibited from copying them or entering the data comprised in them onto a computer and you agree to comply in all respects with the Data Protection Act 1998 in respect of such data. In particular, you acknowledge that we do not have the consent of the individuals for the names to be disclosed to you for marketing purposes and that you are therefore not permitted to use or store the names for this purpose..

- 3.2. All books and materials supplied by us are subject to copyright and other intellectual property rights and may not be copied, for any purpose, without our express written permission. We try to ensure that the information contained within the materials is accurate, but they are given as supporting material for events and are not a substitute for them. Information also tends to go out of date quickly. For this reason, you should not rely on the contents of books or course materials we provide without verifying them.

4. Orders

- 4.1. Promotional material or advertising is not a contractual offer but is merely an indication of events that are in the planning stage. Accordingly, our agreement does not become binding until we have accepted your order (whether orally or in writing).

5. Description of Courses

- 5.1. Because of advances in business techniques and technology we are constantly improving and refining our courses and seminars. For this reason, we cannot guarantee that any course or seminar covers all of the specific points referred to in our advertising or promotional literature or otherwise. You are advised to check with us if there are any specific points you wish to see covered, whether or not our advertising or promotional literature refers to those points.

6. Cancellation

- 6.1. We may have to cancel a booking from time to time for a number of reasons. If we do so, we shall try to give you as much notice as possible, and shall refund any money you have paid us in respect of the cancelled course. Where we cancel, we shall normally give you details of when and where we are holding similar courses.
- 6.2. If you wish to cancel a booking, because we have made commitments (for example for room hire, catering, equipment rental and material production costs) we shall charge you a handling fee. The fee shall be levied on the following scale:

More than 6 months to event: 10%

More than 3 months to event: 25%

More than one month to event: 50%

More than two weeks to event: 75%

Within two weeks of event: 90%

In addition, if you have placed a block booking which has entitled you to a discount from our usual charges, if the cancellation means that a different rate of discount applies to the remaining delegates, you will become liable to pay the fee for the remainder of the delegates at that amended discount rate. This will be accounted for when we calculate the refund (if any) due to you.

6.3. If a delegate fails to turn up for an event you will still be liable to pay the fee for that delegate.

6.4. You may make substitutions of delegates at any time without charge, although it would be helpful for us (for example in terms of production of badges and materials) if you could give us as much notice as possible. In this case, we cannot guarantee that any specific dietary requirements are catered for if we have less than two weeks' notice.

7. **Speakers**

7.1. If we name a speaker or speakers we will do our best to ensure that they appear at the event in question. However, we may make substitutions from time to time with other speakers of comparable quality.

8. **On site**

8.1. If you have requested us to implement an on-site event, the provisions of this clause 8 apply in addition to the other terms and conditions

8.2. **Provision of Equipment and Location**

8.2.1. Unless we have agreed otherwise in writing, you will be responsible for providing a suitable location for the Event, refreshments and equipment. We will let you know in good time what equipment is required (for example, OHP, slide projector, video projector, radio microphone and PA).

8.3. **Number of Delegates**

8.3.1. We may be forced to limit numbers of delegates to the number agreed (for example, because the event is a workshop which has been structured for a particular number of delegates, or because to allow extra delegates would dilute the utility of the event for the other delegates).

8.3.2. On occasion, we may permit extra delegates to attend on the day of the event, in which we shall invoice you for the extra delegates on a proportionate basis (in which case you may make one extra copy of the delegate materials for each extra delegate at your own expense, and subject to the licence restrictions contained within clause 3).

8.3.3. There will be no reduction in the fee if fewer than the agreed number of delegates appear on the day of an event. There will usually be no reduction in the fee for a reduced number of delegates even if you tell us beforehand although if you give us sufficiently long notice we may, at our absolute discretion, be prepared to consider a reduction in the fee or a rescheduling or restructuring of the event. If you wish to cancel a booked event, the cancellation charge referred to in clause 6.2 above applies.

9. **Car Parking and Transport**

9.1. Where we provide events other than on-site events we will usually provide transport and car-parking details. However, these details are our best understanding at the time we published the details and you are strongly advised to telephone the venue in question to check that the transport referred to or car parking will be available to you.

10. **Catering and Special Needs**

10.1. Where we have agreed to arrange catering at an event, please let us know at least two weeks in advance if any delegate has specific dietary requirements. We cannot promise to deal with any requests received after that time.

10.2. We strive to ensure that any location we choose for an event is as accessible

as possible. If, however, any delegate has special needs relating to accessibility or other aspects of the event (for example, we may be able to provide large-print materials, or employ a hearing-aid-compatible sound system) please let us know in good time and in any event at least two weeks before the event. We shall discuss these requirements with you, but please note that where we are involved in extra cost (for example the hire of specialist equipment) which has not been taken into account in our proposal we may have to pass this cost onto you.

11. Location

- 11.1. On occasion, we may have to change the location of a specified event. If we do so, we shall give you as much notice as possible. We shall ensure that the

new location is of a similar or better standard to the old one, and that it is located not far from the original venue.

12. Payment

- 12.1. We request payment with order. Where cleared payment has not been received by the date of an event, we may refuse delegates entry, although the full charge for that delegate remains payable (we shall still, once payment has been received, let you have a copy of the full course materials for each of your delegates refused entry).
- 12.2. We may charge interest on unpaid balances at the Statutory Rate of Interest applicable under the Late Payment of Commercial Debts (Interest) Act 1998 (irrespective of whether such Act applies to this agreement).

13. A large print version of this agreement is available on request.