



# Cathy Wilcox Training Ltd Terms and Conditions (the Terms)

All training delivered by Cathy Wilcox Training Limited will be on the Terms. By making a confirmed booking you are accepting the Terms.

## 1 Definitions

**Course** means a training session or seminar.  
**Delegate** means a person attending a Course.  
**Materials** means all materials, documents and software supplied or created by us for use in connection with a Course  
**Trainer** means Cathy Wilcox or anyone else delivering our training.  
**We** and **us** both mean Cathy Wilcox Training Limited, a company incorporated in England with company number 08161035.  
**You** means the organisation booking and paying for the Course.

## 2 Bookings

You must confirm Course bookings in writing (email is fine). Until confirmed in writing, bookings are provisional and either you or we may cancel provisional bookings on written notice to each other.

## 3 Number of Delegates

When you book, you must tell us the expected number of Delegates. You must let us know at least a week before the Course of any increase in numbers. If you wish Delegates who are not members of your organisation to attend (for example your clients), you must let us know when booking.

## 4 Cancellation by you

If you cancel a confirmed Course more than a month before it starts, there will be no fee. Within a month of the Course we may need to charge a fee:

If you cancel 21-14 days before it starts: 50% of the fee agreed for the Course

If you cancel 13 - 7 days before it starts: 75% of the fee agreed for the Course

If you cancel less than 7 days before it starts: 100% of the fee agreed for the Course

## 5 Cancellation by us

We hope never to have to cancel a confirmed Course. If we have to do so, we will (if you wish us to) rebook the Course for the next mutually convenient date with a 10% discount on the fee previously agreed for the Course.

## 6 Prices, payment and expenses

6.1 Our prices reflect the Course length and the number of Delegates. We will agree these prices when we confirm the booking. If the number of Delegates goes up, we reserve the right to make an additional charge per Delegate.

6.2 We will invoice you after each Course. As we are a small business, we require you to pay within 14 days of receiving the invoice and we reserve the right to charge interest if payment is late.

6.3 The agreed fee includes travel within Greater London. We will need to agree a separate charge for all other UK or international travel, and for any accommodation and other expenses. The fee excludes the cost of producing hard copies of Materials as we usually expect you to produce Materials from soft copies provided by us. We will charge if we have to produce Materials.

## 7 Confidentiality and publicity

We recognise that, in delivering Courses to you, we and our Trainers may receive confidential information about your business. We agree to keep that information confidential and not to disclose it to anyone without your written consent unless we have to do so by law or court order.

## 8 Event beyond a party's control

If we are unable to deliver a Course because of an event beyond our control, we may totally or partially suspend delivery of the Course. We will have no liability to you through delay or failure to perform a duty under the Terms due to a cause beyond our control.

## 9 Copyright

We own the copyright in the Materials. Neither you nor any Delegate may reproduce the Materials in any form, nor use them without our express written permission.

## 10 Warranty, and no legal advice

10.1 We warrant that we will provide all Courses professionally and with due skill and care.

10.2 Neither we nor our Trainers can advise on the interpretation and application of the law to specific circumstances or matters. Any comments we or they make will not constitute, and you cannot rely on them as, legal advice.

10.3 We have designed our Materials solely for the learning benefit of Delegates. The Materials do not necessarily stand on their own and neither you nor the Delegates should rely on them in giving specific advice.

## 11 Limitation of liability

11.1 In this clause:

**Indirect Loss** means consequential Loss or any Loss not arising directly from the breach. It includes (without limitation) punitive loss, economic loss and loss of profit, revenue, margin, use, production, opportunity, contract, goodwill, business or anticipated savings.

**Loss** means any kind of loss or damage, including (without limitation) any reduction in your or our possessions or advantages and any detriment or disadvantage. It is not limited to any particular type or class of loss.

11.2 Nothing in the Terms excludes or limits our or our Trainers' liability for injury or death caused by our or their negligence, nor for Loss caused by our or their wilful default, fraudulent misrepresentation or fraudulent concealment.

11.3 The price paid for the Course is the limit of our and any Trainer's total liability to you for any Loss arising out of or related to the Course. This limit applies to any kind of liability, including (without limitation) breach of contract, tort (including negligence and breach of statutory duty), misrepresentation or restitution.

11.4 You agree that in relation to a breach of our obligations, we are not to be liable either in tort or in contract for any Indirect Loss.

## 12 Variation

No variation of these Terms will be valid unless evidenced in writing and signed by our duly authorised representative.

## 13 No other express or implied terms

The Terms and any proposal we have provided to you set out the entire agreement between us and you. No other term, express or implied, forms part of the Terms. You accept that you have not relied on any other terms or representations.

## 14 Governing law

English law governs the Terms and their interpretation. Any disputes between us are to be subject to the exclusive jurisdiction of the English courts.