

Training Event Terms & Conditions

1. Introduction

1.1 The event is organised and managed by CQM Training & Consultancy Ltd, a limited company registered in England and Wales with registration number 02782477, VAT Number 319 1702 17 and registered office at Unit 3 Cherry Hall Road, North Kettering Business Park, Kettering NN14 1UE.

1.2 References to the “event” means any training event, engagement, course or programme. References to “us” means CQM Training & Consultancy Ltd and references to “we” and “our” shall be construed accordingly. Reference to “you” means the entity completing a booking request and references to “your” shall be construed accordingly.

1.3 All applications to register for the event, are made subject to these Terms & Conditions (which shall apply to the exclusion of any terms imposed by you).

1.4 You acknowledge and accept that we have the right to publicly announce our business relationship with you which shall include but not be limited to announcements on social media. Such announcements shall not be disparaging or otherwise adverse to your organisation.

2. Bookings

2.1 All applications to register for the event are subject to availability. A booking is deemed as a registration by completion of a registration form, telephone to a staff member of ours, or a written email, fax or letter to instruct us to reserve a place on an event.

2.2 Confirmation (or rejection) of your booking will be sent to you via email within two working days of your registration. Following confirmation, you will receive joining instructions, any materials relating to the event, content of which is subject to Clause 5.

2.3 Bookings, subject to clause 4.2 below, cannot be transferred without prior authorisation from us. You may be asked for photographic ID during the event. If you are unable to provide identification which matches your registration details you may be asked to leave the event.

3. Prices and payment

3.1 Our prices for attending the event are set out on the relevant page of our website or can otherwise be obtained from us upon request or from our website.

3.2 Prices are subject to change at our own discretion.

3.3 Bookings should be made over the website or by phone or email. Payment will be taken at the time of booking unless you ask for an invoice which is subject to status.

3.4 We will only accept payment by a credit or debit card unless we expressly agree otherwise in writing. If for any reason, we have not received payment in full by the date of the event you (or the attending delegate) will be asked as a condition of being allowed to

attend the event to provide payment by credit card on the day of the event. We reserve the right to cancel your booking at any time if payment is not made.

3.5 You acknowledge and accept that if payment is not made in accordance with this Clause 3, interest on the overdue balances (including any period after the date of any judgment or decree against the Customer), and late payment fees, fall due and payable and are calculated upon the basis set out in the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

3.6 You, as an event delegate or party making a booking on behalf of a delegate(s) are responsible for ensuring eligibility for any discount. If a delegate has claimed a discount which they are ineligible for they must pay the difference on registration at the rate applicable at that time or be refused admittance to the event or part thereof. There will be no refund in this circumstance. If the discount is not mentioned at the time of the booking, then it cannot be added retrospectively.

4. Changes to the event and cancellations

4.1 It may be necessary for reasons beyond our reasonable control to alter the advertised content, dates or times of the event. We reserve the right to do this at any time. Where we alter the date and/or time of the event, we will provide you with notice of the same and will offer you the choice of either a credit for a future event of your choice (up to the value of sums paid by you in respect of the event) or the opportunity to attend the event as varied. Refunds will not be made if the change is beyond our reasonable control.

4.2 If you are unable to attend the event, we welcome substitute delegates attending in your place at no extra cost provided that we have at least two working days prior notice of the name, title and organisation (if applicable) and contact details of your proposed substitute and have received payment in full.

4.3 Please notify us of any substitutions or cancellations at the earliest opportunity by email at: marketing@cqmltd.co.uk

4.4 You have a statutory right to cancel your booking without charge within 14 (fourteen) days of invoice date. If you cancel outside of the 14 day period then you will be liable for cancellation charges. The cancellation charges are as follows:

- Cancelling outside 14 days of booking and outside of 30 days before the date of the event – 50% charge of invoice total
- Cancelling outside 14 days of booking and within 30 days of event date – 100% charge of invoice total
- Cancellations will not be accepted verbally and must be made in writing to us at marketing@cqmltd.co.uk

5. Content

5.1 All rights in all presentations, documentation and materials published or otherwise made available as part of the event (including but not limited to any documentation packs or audio or audio-visual recording of the event) (“Content”) are owned by us or are included with the permission of the owner of the rights. No (i) photography, filming or recording; or (ii)

republication, broadcast or other dissemination of the Content is permitted without written consent from the organisers. You shall not distribute, reproduce, modify, store, transfer or in any other way use any of the Content (save that use by the relevant delegate for internal business purposes shall be permitted), and in particular (but without limitation) you shall not (and shall procure that each of your delegates shall not):

- upload any Content into any shared system;
- include any Content in a database;
- include any Content in a website or on any intranet;
- transmit, re-circulate or otherwise make available any Content to anyone else;
- make any commercial use of the Content whatsoever; or
- use Content in any way that might infringe third party rights or that may bring us or any of our affiliates into disrepute.

5.2 Suggestions or advice contained in the Content should not be relied upon in place of professional or other advice. Whilst we take reasonable care to ensure that the Content created by us is accurate and complete, most of it is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether supplied by us or third parties) before relying on it. The Content is provided on an “AS IS” basis without any warranties of any kind (express or implied). We hereby exclude to the fullest extent permitted by law all liabilities, costs, claims, damages, losses and/or expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content. The Content does not necessarily reflect our views or opinions.

5.3 To the extent that any Content is made available by us online we reserve the right to suspend or remove access to such Content at any time without prior notice or communication.

6. Liability

6.1 Subject to Clause 6.4, our aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of in connection with any booking (or requested booking) made by you or otherwise in relation to an event, shall be limited to the price paid by you in respect of your booking to attend the event.

6.2 Subject to Clause 6.4, we shall not be liable to you for:

- any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill or;
- any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

6.3 You agree to indemnify us, our staff and our affiliates and to hold us harmless to the fullest extent permitted by law, against all loss, costs, claims or expenses of any kind arising from any act or omission by you (including your delegates) during or otherwise in relation to

an event. Nothing in these Terms and Conditions shall limit or exclude either party's liability for:

- death or personal injury caused by that party's negligence, or the negligence of that party's employees, agents or subcontractors;
- fraud or fraudulent misrepresentation; or
- any other liability which cannot be limited or excluded by applicable law.

7. Anti-bribery

7.1 You warrant that you shall:

- comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- comply with such of our anti-bribery and anti-corruption policies as are notified to you from time to time; and
- promptly report to us any request or demand for any undue influence or other advantage of any kind received by or on behalf of you in connection with the performance of these Terms and Conditions.

7.2 Breach of this clause 7 shall be deemed a material breach of these Terms and Conditions.

8. General

8.1 These Terms and Conditions (together with any documents referred to herein or required to be entered into pursuant to these Terms and Conditions) contain the entire contract and understanding between us and supersede all prior contracts, understandings or arrangements (both oral and written) relating to the subject matter of these Terms and Conditions and any such document.

8.2 You acknowledge that in registering a delegate place you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms and Conditions.

8.3 These Terms and Conditions shall not create, nor shall they be construed as creating, any partnership or agency relationship between us.

8.4 You accept that communication with us may be electronic. We may contact you by e-mail or provide you with information by posting notices on our website.

8.5 You agree to this electronic means of communication and you acknowledge that all such communications that we provide to you electronically comply with any legal or contractual requirement that such communication be made in writing.

8.6 Save as set out in Clause 5.1 you are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights or obligations arising under these Terms and Conditions.

8.7 These Terms and Conditions and the rights and obligations of both parties shall be governed by, and construed in accordance with, the laws of England and Wales and both parties irrevocably agree to submit to the exclusive authority and jurisdiction of the courts of England and Wales in respect of any dispute which arises hereunder.

8.8 You agree along with us to the fullest extent permitted by law that the terms and conditions in the agreement are in the place of any warranties, undertakings, obligations or conditions implied by the common law stature, trade usage, custom or otherwise as to the fitness for any particular purpose of the goods and services being supplied under this contract.

9. Privacy policy

9.1 When you engage in certain activities with us, such as registering for an event, subscribing to a newsletter, or downloading information we may ask you to provide certain information about yourself by filling in an online form or emailing us.

9.2 From time to time we may use this information to provide you with relevant information we think would be of particular interest. At a minimum we will always give you the opportunity to opt out of receiving such direct marketing.

9.3 By registering for an event we may also provide your name and email address to carefully selected third parties or sponsors of an event. If you prefer not to have this information shared, then please notify us.

9.4 By registering your name and organisation will be displayed on the delegate sign in register which is available for other delegates and sponsors related to the event to see.

9.5 By registering for an event you consent to the collection and use of your information as described in this policy.