

## Terms and Conditions

### 1. Definitions

In these Conditions the following expressions shall have the following meanings:

“Supplier” shall mean Oak Lodge Consulting Ltd, or their agents. “Public Courses” means education courses offered by Supplier at Supplier Premises. “Customer” means the person, firm or corporation identified as enrolling a Delegate on a Public Course by way of a relevant written confirmation of enrolment. “Confirmation” means a legally binding contract instructing Supplier to invoice the Customer. “Delegate” means a person attending a Public Course  
“Supplier Premises” means the location at which a Public Course is held and may include both Supplier and non- Supplier locations.  
“Course Materials” means any documentation listings, instructions and statements in either machine readable or printed form. “Working Day” means every day of the week excluding Saturday, Sunday and UK statutory holidays.

### 2. General

- 2.1. These Conditions shall be deemed to be incorporated in all contracts and in the case of any inconsistency with any order or letter or correspondence sent by the Customer to Supplier or any other communication between the Customer and Supplier, whatever their respective dates, and the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a director on behalf of Supplier.
- 2.2. If Supplier chooses not to enforce any of the terms of these Conditions this shall not affect the rights of Supplier under the remainder.
- 2.3. If in any particular clause of these Conditions shall be held to be invalid or shall not apply to the contract, the other terms and Conditions shall continue in full force and effect.

### 3. Warranty

- 3.1. Supplier warrants that all Public Courses supplied hereunder will be conducted in a professional manner in accordance with generally recognized practices and standards.
- 3.2. Supplier warrants that it will provide appropriately qualified and experienced instructor(s) and consultant(s) to deliver Public Courses using suitable Course Materials.
- 3.3. Supplier warrants that it will not knowingly include any copyright material in its Course Material without a license or without the consent of the copyright owner.

### 4. Extent of Services

- 4.1. Supplier reserves full control of how its personnel will carry out its Professional training.
- 4.2. The contents of the Portfolio are intended for general guidance only and do not form part of any contract and Supplier reserves the right to make any reasonable variations to the Public Courses (including the content of the Course) without notice.
- 4.3. Any typographical clerical or other error or omission in any sales literature, administrative documentation Course Materials, invoice or other document or information issued by Supplier shall be subject to correction without any liability on the part of Supplier.
- 4.4. All Public Courses are delivered solely in the English language and all Delegates must be sufficiently proficient with the English language before attending a Public Course

### 5. Authorisation and Obligations of the Customer

- 5.1. All bookings for a Public Course must be supported by a written confirmation to your point of contact.
- 5.2. The Customer certifies that unless otherwise notified and agreed with Supplier all Delegates attending a Public Course are employed directly by the Customer.
- 5.3. In all cases the Customer undertakes to bring these Terms and Conditions to the attention of the Delegates and to ensure that Delegates attending a Public Course are suitably qualified and experienced to attend the Public Course in accordance with the published prerequisites.

### 6. Fees/Charges

- 6.1. Prices are inclusive of tuition and Course Materials. The price does not include any travel, accommodation or living expenses which the Tutor may incur in delivering the Course.
- 6.2. Prices quoted exclude VAT or other sales taxes which will be added at the current rate. Where a Delegate is attending a Public Course in the UK, regardless of the Delegate’s country of origin, the point of supply for VAT purposes is the location of the Course.
- 6.3. Supplier reserves the right to charge interest on late payments at 2% over the National Westminster Bank base rate.(See 7.3 below).

### 7. Payment Terms

- 7.1. Supplier will raise an invoice upon receipt of a Confirmation. For Customers who do not operate a Purchase Order system Supplier will accept a written instruction to invoice which must be signed by an authorized Customer representative
- 7.2. All invoices are due for payment within 30 days of delivery of delivery of course or of receipt of invoice, which ever is longer.
- 7.3. All invoices outstanding beyond this period will be referred to Daniels Silverman Limited and will be subject to a surcharge of 15% plus VAT to cover collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.

### 8. Substitutions, Transfers and Cancellations by the Costumer

- 8.1. The Customer may substitute a Delegate on a Public Course upon notification at no additional charge subject to the new Delegate meeting the prerequisites
- 8.2. The Customer may change the date of attendance of a Delegate or cancel attendance at a Course subject to the following scale of charges.

Notice given by the Customer to Supplier: Note all days are “working “days notice.

Calendar Days	Transfer Fee	Cancellation Fee
1 to 7 days	40%	100%
8 to 14 days	30%	75%
15 to 21 days	20%	50%
22 to 28 days	10%	25%
More than 28 days	0%	0%

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For certain partner courses the partner's cancellation and transfer fees will apply. In normal circumstances, provisional bookings will be held on Supplier booking system for no more than three days.

- 8.3. In relation to transfers the Customer agrees that if a replacement booking is not confirmed within seven days then the full Public Course fee is payable.
- 8.4. In relation to residential courses Supplier will issue a credit note for the accommodation charge less any cancellation charges incurred by Supplier with the venue holder.

## 9. Cancellations and changes to Public Courses by Supplier

- 9.1. Supplier reserves the right to cancel or change a Public Course and undertakes to provide reasonable notice of the cancellation or change except in an emergency.
- 9.2. The Customer will be entitled to a refund of any fee paid to Supplier in the event of a cancellation or change to the Course date or significant change in venue but shall not otherwise be entitled to compensation or costs or damages arising from such a cancellation.

## 10. Prerequisites and Admission

- 10.1. Supplier reserves the right to refuse or curtail the provision of training services if a Delegate or substitute Delegate attending on behalf of the Customer fails to satisfy the requirements of a Public Course as published.
- 10.2. Supplier reserves the right to refuse admission to any person whom it considers in its absolute discretion to be unsuitable for admission to Supplier Premises or to remove any such person after the commencement of a Public Course.

## 11. Copyrights

- 11.1. Copyright and all intellectual property rights for all Course Materials shall remain the property of Supplier or the trading partner of Supplier responsible for developing that course.
- 11.2. The Customer agrees not to reproduce, sell, hire or copy Course Materials (in meals or in part) and not to use such materials except for the purposes of post course reference.
- 11.3. All software provided on Public Courses is copyright and the copying of software for activities outside the scope of the Public Course is not allowed.

## 12. Assignment

- 12.1. Supplier may assign all or any part of its interest in this Agreement.
- 12.2. The Customer may not assign or transfer this contract or any interest therein or claim there under without the prior written approval of Supplier.

## 13. Force Majeure

- 13.1. Supplier shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.
- 13.2. If Supplier is unable to perform its duties and obligations under this contract under direct result of the effect of one or more of such causes Supplier shall give written notice to the Customer of such inability stating the cause in question. The operation of these Conditions shall be suspended during the period in which the cause continues to have effect

- 13.3. Forthwith upon the cause ceasing to have effect Supplier shall give written notice thereof to the Customer.
- 13.4. If the cause continues to have effect for a period of more than seven working days the Customer shall base the right to terminate this Contract upon giving 10 working days' written notice of such termination to Supplier but such notice shall not take effect if Supplier gives notice to the Customer within that period that the cause has ceased to prevent the operation of this Contract.

## 14. Limits of Liability

- 14.1. Supplier entire liability and that of its employees and consultants and the Customer's sole remedies in respect of any claim shall be as set out in this clause unless otherwise expressly stated. The Customer's remedy in respect of any claim shall be limited to damages. Supplier will accept liability for death or personal injury caused by the negligence of Supplier in the performance of its obligations. For any other claims any damages shall be limited to the amount of fees payable to Supplier by the Customer for the provision of training to a Delegate attending a Public Course. Supplier will under no circumstances be liable to the Customer for any loss of profits howsoever caused, loss of goodwill, business interruption, consequential loss or loss of data.
- 14.2. Supplier, their employees and consultants shall not be liable for any and all liability and loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Customer whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual tortious or other claims or proceedings brought against the Customer by a third party claiming relief against the Customer by reason of the use to which the instruction and advice obtained on a Public Course is put by the Customer or by any party with the authority of the Customer.

## 15. Governing Law and Jurisdiction

- 15.1. The validity construction and performance of these Terms and Conditions shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

## 16. Headings

- 16.1. The clause headings in these Conditions are for convenience only and shall not affect the construction thereof.

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Version 1.3

## Oak Lodge Consulting Ltd

Registered office: 20 Back Road, Linton, Cambridge, CB21 4JF  
Incorporated in England No. 3352473 VAT Reg No 688 6568 55

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