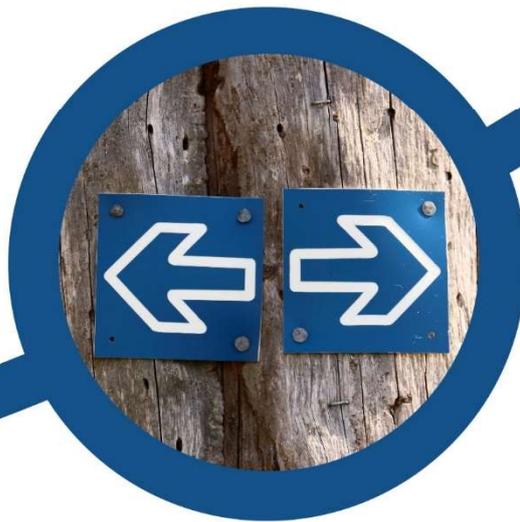


Terms & Conditions for Course Bookings



Mediation
Arbitration
Training
Research



Terms and Conditions of Bookings

1. These Conditions shall govern each Contract to the exclusion of any conditions of the Buyer (including any terms or conditions which the Buyer purports to incorporate through any purchase order, confirmation of order, specification, or other document) except to the extent that additional or alternative conditions are agreed or stated in writing by the Company to apply. These Conditions may not be varied or waived except with the express written agreement of the Company. The failure of the Company to enforce its rights under a Contract at any time for any period of time shall not be construed as a waiver of any such rights
2. All drawings, descriptive matter, specifications and advertising material issued by the company or contained on any Company website are issued for the sole purpose of giving an approximate idea of the Goods or Services described within the Contract. They will not form part of the Contract, nor will any representation made orally or in writing by an employee, agent or panel member of the Company
3. A Contract shall be formed when an order received from the Buyer is accepted in writing by the Company or, if earlier, on the acceptance by the Buyer, without amendment, of any valid quotation issued by the Company
4. The price of the course will be that advertised on the website at the time of booking
5. If the buyer has chosen to pay the full balance today, then this payment is payable on the date the contract is formed
6. If the buyer has chosen to pay by instalments then the buyer will pay one twelfth of the course price today and a further 11 instalments on one twelfth payable on the same calendar day each month thereafter as the date of the formation of this contract
7. No longer valid
8. If the buyer does not pay an instalment/payment when it is due, then the remainder of the balance owed becomes immediately repayable. The amount due will be calculated as the course price minus whatever payments have been made by the buyer up to that point.
9. Limitation of liability
10. Subject to Condition 11:
 - a. The Companies total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of any Contract shall be limited to the total price payable under that Contract in the calendar year in question or the average of the previous three calendar years, if greater; and
 - b. The Company shall not be liable to the Buyer for any indirect or consequential damage, (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with any Contract.
11. Exclusion of liability in these Conditions shall not apply in respect of fraudulent misrepresentation or of death or personal injury caused by the Companies negligence

12. All intellectual property rights created in the course of carrying out the Services shall at all times remain vested in the Company, as the case may be and shall not become the property of the Buyer.
13. The Company shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to strikes, lock outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, plant breakdown, computer or other equipment failure, inability to obtain equipment, illness, or insufficient numbers.
14. If an event of force majeure exceeds four months either party may cancel the Contract without liability
15. The Company may change the date of the course offered with at least 48 hours notice given to the buyer.
16. If the buyer cancels this contract within the first 14 days then the full amount minus the deposit will be repaid as long as the cancellation is at least 14 days before the first day of the course
17. If the buyer cancels this contract after 14 days or within 14 days of the first day of the course then the buyer shall receive no refund but as long as this cancellation is more than 3 days from the first day of the course they may rebook onto the next available course date for no additional charge.
18. If the buyer cancels within 3 days of the start of the course then no refund will be made nor may they rebook onto the next available course
19. This Contract shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts
20. If the whole or any part of a provision of these Conditions is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction, unless it alters the basic nature of the Contract concerned or is contrary to public policy
21. These Conditions do not constitute one party the partner, agent, or legal representative of the other. Save as aforesaid none of these Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Contract concerned
22. The Buyer shall not assign or otherwise transfer all or any part of its rights or obligations under any Contract without the Companies prior written consent