

CourseMonster Terms and Conditions as at 06 October 2005

1. INTERPRETATION

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

"Booking Form" means the Confirmation of Booking Form, which contains details of the Course.

"BTP" means Business Training Partnership of 96 High Street, Burnham, Buckinghamshire SL1 7JT.

"Client" means the person, firm or corporation identified on the Booking Form as instructing BTP to procure the Course.

"Confidential Information" means all information relating to the Course including but not limited to the Course Materials.

"Confirmation Date" means the date BTP receives either the Booking Form signed by the Client or written instructions from the Client to procure the Course or if the Course is provided sooner, the date the Course begins.

"Course" means the course, which BTP procures, for the Client as the Client's agent as described on the Booking Form.

"Course Fee" means the price of the Course set out on the Booking Form, which excludes VAT.

"Course Materials" means any documents, customised training materials, data set or computer program supplied for the purpose of the Course.

"Course Provider" means the person firm or corporation with whom BTP contracts as agent for the Client in the procurement of the Course.

"Intellectual Property" means all inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trade marks and Confidential Information".

"Working Day" means any day other than Saturday or Sunday or a Bank or Public Holiday.

2. SERVICE

2.1. BTP agrees that on the Client submitting a Booking Form and paying the Course Fee to BTP in accordance with Condition 2.2, BTP shall procure the Course as agent for the Client.

2.2. The Client shall pay BTP the Course Fee within five Working Days of receipt of BTP's invoice unless BTP has agreed an extension in writing with the Client. Interest will be charged on the outstanding balance at a monthly rate of 10% from the date payment is due until receipt by BTP of payment in full.

2.3. In consideration for BTP procuring the Course for the Client, the Client agrees that BTP may retain any discount that BTP is able to negotiate from the fee that the Course Provider would ordinarily charge for supplying the Course or alternatively such administrative charge as BTP and the Client have agreed in writing.

2.4. BTP may, in its absolute discretion, refuse to procure a Course at any time including after the Client has signed and returned the Booking Form. If it does so, BTP shall promptly inform the Client in writing.

3. AGENCY

3.1. BTP shall contract with the Course Provider as the agent for the Client. **The Client agrees that it shall accept and be bound by the Course Provider's terms and conditions, a copy of which shall be made available by BTP on request.**

3.2. The Client acknowledges that any claim or other right of action which it may have in relation to such contractual arrangements or the performance of obligations generally shall be against the Course Provider alone.

4. OBLIGATIONS OF BTP

4.1. BTP shall use all reasonable skill and care to procure the Course, however all conditions and warranties express or implied, statutory or otherwise are expressly excluded. In particular and without limitation, BTP does not give any warranties as to the quality or content of the Course. For the avoidance of doubt, BTP's obligations shall be limited to procuring the Course for the Client.

4.2. The Client must notify the Course Provider of any concerns over the quality of the Course in writing no later than 10 days after the Course ended.

5. WARRANTIES AND INDEMNITIES

5.1. All Intellectual Property associated with the Course Materials remains the property of the Course Provider.

5.2. The Client shall indemnify BTP and keep BTP fully and effectively indemnified against all claims or actions brought against BTP by the Course Provider for infringement of any copyright in the Course Materials or any intellectual property right belonging to the Course Provider or breach of any obligations owed by the Client to the Course Provider pursuant to the Course Provider's terms and conditions for the supply of the Course.

5.3. The Client warrants that it is the data controller of all personal data, as defined by the Data Protection Act 1998, disclosed to BTP and /or the Course Provider to assist in the delivery of the Course. Client warrants that it may lawfully disclose that personal data to BTP and/or Course Provider for the use of the same in the delivery of the Course and/or the supply of further training to those data subjects.

6. CANCELLATION

6.1. BTP reserves the right to cancel or procure an alternative date for the Course for any reason. In such circumstances, BTP will reasonably endeavour to provide notice of cancellation or change to the Client, except in an emergency.

6.2. The Client will be entitled to a full refund of the Course Fee to the extent that the Client has paid the Course Fee if BTP cancels the Course but BTP shall not be liable for any other loss or expenses to the Client arising out of the cancellation.

6.3. The Client may cancel the Course by notifying BTP in writing by recorded delivery as soon as reasonably practicable but the Client acknowledges that it shall be liable to pay any cancellation fees or Course Fee as stipulated by the Course Provider.

6.4. Without prejudice to the provisions contained in this Condition 6, BTP reserves the right to cancel the Course without any liability if the Client fails to pay the Course Fee in accordance with Condition 2.2 of these Conditions.

7. LIABILITY

7.1. BTP's total liability shall not exceed the consideration to be retained by BTP for the performance of its services pursuant to Condition 2.3.

7.2. BTP shall not be liable for the following loss or damage howsoever caused even if foreseeable by BTP: loss of profits, business, revenue, goodwill, anticipated savings, loss of data, whether sustained by the Client or another person, and/or indirect or consequential loss (other than direct physical damage to the tangible property of the Client) whether suffered by the Client or another person and the Client indemnifies and shall hold BTP harmless against all claims by the Course Provider.

8. GENERAL PROVISIONS

8.1. These Conditions shall come into force on the Confirmation Date and shall continue until the Course Fee is paid in full to BTP.

8.2. The Client shall not assign or transfer this contract or any interest in it without BTP's prior written consent.

8.3. If any part of these Conditions are held to be unenforceable at law it shall be severed from these Conditions and the remainder shall be enforceable.

8.4. BTP shall not be liable for failure to supply any Course under these Conditions due to a cause beyond its reasonable control.

8.5. Following completion of the Course the Client shall not approach the Course Provider directly or indirectly for a period of 270 days to seek to employ or provide a further assignment of any sort to the Course Provider.

8.6. These Conditions shall be construed and enforced in accordance with the laws of England and BTP and the Client agree to submit to the exclusive jurisdiction of the English courts

8.7. No variation to these Conditions shall be effective unless made in writing and signed by an authorised representative of BTP.

8.8. These Conditions expressly exclude any right afforded the Course Provider or any other third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

8.9. Invoices raised by BTP in accordance with Condition 2.2 of these Conditions shall be deemed to have been received by the Client two Working Days after the date of sending if sent by first class post or four Working Days after the date of sending if sent by second-class post.