

# TERMS AND CONDITIONS FOR PUBLIC TRAINING COURSES

Incorporating License Agreement for  
Quick Reference Guides and  
Templates between

[Client Name]  
and  
Positive Purchasing Ltd

Version 5.1 - March 2018

# TERMS AND CONDITIONS FOR PUBLIC TRAINING COURSES

The following terms and conditions apply to public or open courses run by Positive Purchasing Ltd of Units 1&2 Mills Bakery, Royal William Yard, Plymouth PL1 3GE, a company registered in England and Wales with the number 4756692. These terms and conditions shall apply and take precedence for delegates attending any public course we run unless we agree alternative terms with you.

## BOOKING PROCEDURE FOR PUBLIC COURSES RUN BY POSITIVE PURCHASING LTD

1. A binding agreement subject to these terms and conditions will be made as between you and Positive Purchasing Ltd when:
  - a. we receive a purchase order by post or email;
  - b. we receive a completed booking form by post, e-mail or made via our online store;
  - c. you book a course over the telephone paying in full.
2. Where you expressly state that any booking is provisional, then we will hold any such provisional booking pending for one week until you confirm that booking. You can confirm your booking by completing one of the actions specified in condition 1 above.
3. Where you make a booking on behalf of a corporate entity, you and the corporate entity will be bound jointly and individually to the agreement. Where you make a booking on behalf of the corporate entity you warrant that you have the authority of the corporate entity to do so.

## PAYMENT TERMS

4. You will be sent confirmation of your booking, with an invoice by e-mail. Where you have already paid the course fee as part of the booking procedure we will provide a receipted invoice.
5. Where payment has not been made during the booking procedure, the invoice must be paid within 15 days of the date of the invoice, or no later than the working day before the booked course, whichever shall be the earlier.
6. We reserve the right to refuse entry to the course where payment has not been received in full.

## CANCELLATION AND POSTPONEMENT POLICY

7. If you seek to cancel your attendance for any course being organised by us, it is likely we will incur irrecoverable costs and expenses and loss of profit.
8. Accordingly, once a booking has been made, you are entitled to cancel the booking subject to the following:
  - a. If we receive a notice of cancellation from you more than 30 working days prior to the scheduled start date of the course, you must pay 30% of the course fee. If you have already paid the full fee, you will be entitled to a credit of 70% of the course fee.
  - b. If we receive a notice of cancellation from you less than 30 working days prior to the scheduled start date of the course, but more than 15 working days before the scheduled start date of the course, you must pay 50% of the course fee. If you have already paid the full fee, you will be entitled to a credit of 50% of the course fee.
  - c. If we receive a notice of cancellation from you less than 15 working days before the scheduled start date then the whole of the course fee remains payable.

Under conditions a and b above, no monetary refunds will be given, only course credits.

9. If you cancel a course and are entitled to receive a credit this may be used towards any future public course run by Positive Purchasing Ltd within 12 months of the receipt by us of the notice of cancellation from you.
10. Any notice under condition 7 must be sent by e-mail to [team@positivepurchasing.com](mailto:team@positivepurchasing.com) and will only be effective when it is received by us.
11. Whilst we try to ensure all public courses run as scheduled, sometimes it is necessary to postpone a course if there are insufficient numbers to run the course or for other operational reasons. We may postpone the course by notifying you by email and offering you alternative dates for the course. You may either accept these new dates

by notifying us by email, in which case you will have been deemed to have booked a new course. Alternatively, you may inform us that you no longer wish to take the course by notifying us via email and you will be entitled to a full refund of the fees you have pre-paid for that course. We accept no liability (other than to provide a refund in accordance with this condition) if, for whatever reason, the course is postponed or fails to take place.

12. We reserve the right to vary or cancel any course if in our opinion circumstances so require. Should the course be varied or cancelled, you will be entitled to a full refund of the fees you have pre-paid for that course. We accept no liability (other than to provide a refund in accordance with this condition) if, for whatever reason, the course fails to take place.
13. We reserve the right to review our fees and booking terms and conditions as and when appropriate on notice to you. Should our fees and booking terms and conditions be varied to your detriment you will have the option to cancel your booking for the course and we will refund the fees you have pre-paid for that course. We accept no liability (other than to provide a refund in accordance with this condition) if you cancel your booking in accordance with this condition.

## ATTENDANCE POLICY

14. If you have booked a course you are entitled to substitute the delegate booked onto the course for another delegate by advising us by email at least 5 days prior to the event.
15. Where the course duration is more than one day, and you are absent from the course for one or more of those days, we reserve the right to refuse entry to the remaining days. In such circumstances, and for the avoidance of doubt, you will not be entitled to a refund of any of the course fees or to transfer to another course in order to take up the days you have missed without the written consent of Positive Purchasing Ltd. Should such consent be given and a transfer agreed, we reserve the right to make a reasonable charge for such transfer to cover any differences in the costs of the course and our administrative costs of dealing with the transfer.

## INTELLECTUAL PROPERTY

16. During the course you will be provided with hand-outs and other supporting materials. Please note that we retain ownership of all intellectual property and other rights in all information and materials developed by us or on our behalf and no assignment of any such rights is to be implied. This includes but is not limited to all copyrights and trademarks and other intellectual property rights in all training manuals, workbooks, quick reference guides, tools, template documents and all other works that we may provide to you, in electronic or hardcopy format.
17. The information and materials provided to you as part of a training course is provided solely for the purpose of enabling you to make use of the learning and materials following the course. You agree that you may not, without our express written permission, make any copies of, publish, distribute or modify (except for data entry onto any template provided where reasonably expected) any of the proprietary information and materials provided by us without our consent.
18. You may not remove the copyright, trademark and other proprietary notices contained on or in any information and materials that we deliver to you or from any copies of them.
19. Please note that unless we agree otherwise with you training materials are not available in electronic format.

## TRAVEL AND ACCOMMODATION

20. Unless we state otherwise in our course prospectus the course fees include the cost of the training venue and refreshments during the training days including lunch for each full day. They do not include other meals, your travel costs or the costs of your accommodation which are your responsibility.

## LIMIT OF LIABILITY

21. Save in respect of liability for personal injury or death caused by the negligence of that party or its employees or for fraud (each of which liability is not limited or excluded by these terms) Positive Purchasing Ltd will not be liable in tort or for any breach of contract or negligence or otherwise:
- a. for any damages, costs, liabilities, expenses (including, without limitation, legal fees) or settlement amounts incurred by you or any third party or otherwise occasioned to any person acting, refraining to act, or omitting to act, in reliance on the course material, or the presentation of the course; or
  - b. for any loss or consequential loss
- to the extent permitted by law.
22. Consequential loss shall be deemed to include, but shall not be limited to: loss of profits or anticipated profits; loss of business, anticipated business or anticipated savings; damage to reputation or goodwill; and any claim made by any third party for damages, costs or expenses; costs incurred as a result of loss of time, loss of data, regardless of the form of action, whether in contract, tort, negligence, strict product liability, or otherwise, even if that party has been informed of the possibility of any such damages in advance.
23. Save in respect of liability for personal injury or death caused by Positive Purchasing Ltd's negligence or that of its employees or for fraud (each of which liability is not limited or excluded by these terms), Positive Purchasing Ltd's aggregate liability to you under in respect of any course whether in tort or for breach of contract or warranty, strict liability, negligence or otherwise shall not exceed the aggregate of the course fees paid by you for the course or booking the subject of the claim.

## CONFIDENTIALITY

24. We acknowledge that in the course of your attending our training course, we may have access to your confidential information, including information relating to your customers and suppliers. This includes information of a confidential nature in whatever form, including written, oral, visual and electronic information relating to your and your customers' and suppliers' business, affairs and finances.
25. We appreciate the importance of maintaining client confidentiality and confirm that we will not, without your written consent or unless required by court order or by law, use or disclose to any third party any of your confidential information other than in the proper course of our provision of services to you. We will also ensure that our staff who have access to your confidential information are aware of its confidentiality.
26. Please note that this commitment does not apply to any information which is already in, or comes into, the public domain otherwise than through our unauthorised disclosure or which we acquire independently from a third party in circumstances not subject to a duty of confidentiality.

## DATA PROTECTION

27. We will comply with all applicable requirements of current data protection legislation including the Data Protection Act 1998 and the General Data Protection Regulation ((EU) 2016/679) ("GDPR") in force from time to time and any applicable national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any replacement legislation in the UK to the Data Protection Act 1998 and the GDPR.
28. At all times your information will be treated in accordance with our Privacy Notice, which is incorporated by reference into these Terms and Conditions for Public Courses and can be viewed at: [positivepurchasing.com/privacynotice](http://positivepurchasing.com/privacynotice)
29. We may also hold and process non-sensitive data relating to you, your staff and other delegates (where applicable) so far as is necessary for legal, personnel, administrative and management purposes in connection with our provision of the services and our administration of our business. Please ensure that you have the necessary authority to provide this consent.