

STANDARD TERMS & BOOKING CONDITIONS OF ITC

1. General Interpretation and Definitions

- 1.1 In these conditions unless the context otherwise admits:
øContractø means the contract between ITC and the Customer consisting of these conditions and any registration form provided by ITC and submitted by the Customer.
øITCø means INTENSIVE TRAINING COURSES LTD.
øCustomerø means the person, firm, body, company or association booking a place on a course organised or provided by ITC.
- 1.2 The clause headings in these conditions are for the purposes of reference only and shall not affect the interpretation thereof of these conditions.
- 1.3 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.4 Any reference to any statute or statutory provisions includes a reference to that statute or statutory provision as from time to time amended, extended re-enacted or consolidated whether before or after the date of this agreement and all statutory instruments or orders made pursuant to it.
- 1.5 Unless the context otherwise requires reference to any clause, sub-clause or schedule is to a clause, sub clause or schedule of or to these conditions.

2. Basis of the Contract

- 2.1 ITC arrange and provide those courses as listed in ITCø brochures, or materials when the same are available.
- 2.2 These conditions form the basis of a contract between ITC and the Customer and shall apply to all contracts for the provision of courses by ITC to the Customer and shall apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply
- 2.3 These conditions shall constitute the entire and only agreement between ITC and the Customer and supersede any prior written or oral agreement arrangements or understandings and the parties confirm that they have not entered into this contract on the basis of any representations that are not expressly incorporated herein.
- 2.4 All bookings for courses made shall be deemed to be an offer by the Customer to book a course pursuant to these conditions and no contract shall arise until ITC shall have accepted a booking by the Customer.
- 2.5 Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed and accepted in writing by ITC.
- 2.6 No representative, employee or agent of ITC has any authority whatsoever to add to, modify or vary these standard conditions, nor can they make any representation concerning the provision of courses.
- 2.7 All contracts shall be governed by the law of England and Wales and all disputes arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 2.8 In signing the ITC registration form shall be deemed conclusive evidence of the Customerø acceptance of these conditions.

3. Brochure Information and Conditions of Payment

- 3.1 ITC print its brochures, course materials and information some months before ITCø courses are delivered. As far as ITC is aware, all information is correct at the time of printing although no warranty can be given in this regard. If there are any significant changes, or ITC discover any mistakes, ITC will use reasonable endeavours to inform the Customer prior to the course start date. ITC would recommend that before booking a course the Customer checks ITCø brochures for the most up to date information available.
- 3.2 The price payable for the course shall be ITCø brochure price or such price as stipulated in or notified in writing to the Customer. The price may however be varied due to any increase in the cost to ITC, which is due to changes beyond ITCø reasonable control (including without limitation foreign exchange fluctuations, taxes and duties).
- 3.3 The price payable for the course is inclusive of VAT, which shall be due at the rate ruling at the date of payment and does not include accommodation, refreshments or other expenses which may be incurred by the Customer.
- 3.4 In order to meet ITCø contractual obligations with third parties, a non-refundable deposit of £50 must accompany all course bookings and registration forms and must be paid to ITC, on registering for the course. The balance of the course fee must be paid no later than 2 weeks prior to the course start date. ITC do not send out reminders for the payment of any outstanding balance and it is the Customerø responsibility to make sure that payment is made on time. All credit card transactions attract a surcharge as notified by ITC to the Customer which may vary from time to time. No charge is made for debit card transactions. Any course booked within 2 weeks of a course start date must be paid for in full at the time of booking. Time for payment in all cases being of the essence.
- 3.5 If ITC do not receive full payment before or on the due dates in accordance with these terms and conditions, then ITC shall be entitled to treat such failure to pay as repudiation by the Customer of the Contract and ITC shall be entitled to cease to perform any obligations on its part.
- 3.6 The Customer may not withhold any payment of any amount due to ITC by reason of any right of set-off or counterclaim which ITC may have or allege to have or for any reason whatever.
- 3.7 Places on the course are subject to availability and allocated on first come first served basis.

4. Performance

- 4.1 Completion and provision of a course is subject to such services (including supplies from third parties) being available or being made available as will enable ITC to proceed and to continue with the provision of the course.
- 4.2 ITC reserve the right to amend, change or cancel dates or locations of a course where numbers of students or tutor availability dictate or where the occasion necessitates. If the venue of a course or date is changed, and is not acceptable to the Customer, then ITC will refund all monies paid by the Customer in full
- 4.3 Unless otherwise provided course documentation will be distributed at the course venue.

5. Liability

- 5.1 ITC shall use all reasonable efforts in making the necessary arrangements for all courses and will use all reasonable efforts to deliver all aspects of a course with care and efficiency.
- 5.2 ITC shall not be liable for any loss or damage whatever due to failure by ITC to provide a course
- 5.3 Unless herein provided ITC shall be under no liability whatever to the Customer for any indirect loss and/or expense and incidental or consequential damages suffered by the Customer arising out of a breach by ITC of this contract.
- 5.4 ITC will not be responsible for any injury, illness, death, loss, damage, expense, cost or other sum or claim which results from the fault of the person(s) affected or the fault of a third party not connected with the provision of a course or the fault or anyone who was not working for ITC at such time or for any services provided to the Customer not forming part of this contract including those provider by venue providers.
- 5.5 To the extent permitted by law, in the event of any breach of this contract by ITC, the Customerø remedies shall be limited as to damages and under no circumstances shall ITCø liability exceed the price of the course.
- 5.6 Whilst ITC will liaise with venue providers to ensure a good service, ITC cannot accept liability for aspects of the service provided by such third parties
- 5.7 All terms warranties and conditions whether implied by statute or otherwise whether by ITC or ITCø servants or agents or otherwise other than those express warranties set out in writing herein are excluded from this contract PROVIDED that nothing in this contract shall restrict or exclude liability for death or personal injury caused by ITCø negligence or affect the statutory rights of the Customer if dealing as consumer.
- 5.8 The Customer agrees to indemnify ITC against any claims for direct or indirect damage, loss expense or cost claimed by any third parties against ITC caused directly or indirectly from any act, default or omission of the Customer.
- 5.9 Provision of the course may be suspended or delayed by ITC in the event of any strike, lock-out, trade dispute, fire, tempest, breakdown, accident, riot, crime, civil disturbance, epidemic, storm, frost, flood, drought, war, fuel or power failure or shortage, government action or other occurrence (øEvent of Force Majeureø) preventing ITC from performing its obligations. ITC shall not be liable for any delay, default, loss or damage of whatsoever nature if the same shall have arisen by reason of an Event of Force Majeure or any other cause beyond ITCø reasonable control.

6. Cancellation

- 6.1 In the event of a cancellation by the Customer made in writing and received at least 14 days before the course date, ITC will be entitled to retain the deposit paid by the Customer, but will refund the remainder of the fee. Where a Customer wishes to cancel and is unable to provide 14 days notice of its wish, then the entire fee shall be retained by ITC.
- 6.2 If a Customer wishes to transfer to another course, then provided that written notice is received at least 14 days before the course date, then the deposit paid by the Customer to ITC shall be transferable to that other course.
- 6.3 No refunds shall be made for non-attendance or non completion of the course for whatever reason whatsoever.
- 6.4 In the unlikely event that ITC will be forced to make a change to a course, ITC will advise the Customer at the earliest opportunity. ITC reserve the right to cancel any course, without liability to the Customer due to lack of students or tutor availability. If ITC do have to cancel a course for any reason, ITC will give the Customer a full refund of all money paid to ITC. No compensation shall be payable to the Customer by such cancellation. Notwithstanding the foregoing, ITC shall not be liable for any loss or damage whatsoever arising from such cancellation.

7. Assignment

- 7.1 ITC may licence or sub-contract all or any parts of its rights and obligations under this contract without the Customerø consent.

8. Waiver

- 8.1 No indulgence or failure by ITC to enforce any of its rights or remedies shall constitute a waiver of such rights or remedies to preclude ITC from thereafter exercising the same. Nor shall completion of the contract constitute a waiver by ITC in relation to any conditions, which are to apply after completion.

9. Notices

- 9.1 Any notice to be given under this contract shall be in writing and shall be sufficiently given to any party if sent in a letter by first class post addressed to that party and any notice so given shall be deemed unless the contrary is proved to have been effected at the time at which the letter would be delivered in the ordinary course of post.

10. General

- 10.1 If any provision of these conditions is prohibited by law or judged by a court or other competent authority to be illegal, unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these conditions and rendered ineffective as far as possible without modifying the remaining provisions of these conditions and shall not in any way affect any other circumstances of or the validity or enforcement of these conditions.
- 10.2 No provision of these conditions shall apply to the extent that it affects the statutory rights of consumers. Nor are they intended to exclude ITCø liability for fraudulent misrepresentation or for death or personal injury resulting from ITCø negligence. Nor do any conditions attempting to exclude or restrict ITCø liability apply where liability may not be so excluded or limited under any applicable laws.
- 10.3 The remedies provided in these conditions are in addition to, and are not exclusive of, any remedies provided by law.
- 10.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these conditions. In order to process the Customerø booking, ITC will need to collect personal details from the Customer. These details may include names and addresses, credit/debit card or other payment details and special requirements relating to any disability. ITC may need to pass on a Customerø personal details to the companies and organisations who need to know them so that the course can be provided. ITC are entitled to assume that the Customerø consent to itø holding, using and passing on in connection with a course the information given to ITC unless the Customer tells ITC otherwise in writing.