

Terms and Conditions



GENERAL TERMS & CONDITIONS OF TRADING

All bookings for MileStone Seminars are accepted subject to the following terms and conditions. Completion of the booking form (either manually or electronically) together with full payment of the relevant course fee(s) constitutes acceptance of these terms.

DEFINITIONS

"The Company", "MileStone Seminars", "we" and "us" means MileStone Performance Learning Ltd. "The Client" means the company, delegate or person named on the Booking Form for whom "The Company" has agreed to provide training in accordance with these conditions.

BOOKINGS

No booking will be deemed as accepted by the company unless and until confirmed in writing and payment has been received in full. A VAT invoice and delegate information pack will be sent to acknowledge your booking. Please contact us if you have not received them within 7-10 days of making your booking. The fee for each seminar includes all written materials, lunch and refreshments. All prices quoted exclude VAT. Prices are correct at time of going to print but may be subject to change. The company may at any time, without notifying the client, make changes to the seminar, postpone, cancel or discontinue the seminar booked. Under these circumstances the client will be booked on an appropriate alternative seminar at no extra charge. We reserve the right to refuse or restrict anyone from attending our seminars. Course outlines are correct at time of going to print.

CANCELLATIONS

If you are unable to attend a seminar, (or send someone else in your place), please notify us as soon as possible. You should send any notice of cancellation in writing to: MileStone Seminars, The Coach House, North Road, West Bridgford, Nottingham NG2 7NH. If you decide to cancel a booking and notify the company at least 21 days prior to the seminar we will refund the fees paid in full. Notify us at least 14 days prior to the seminar and you can either choose a replacement booking, a credit note for the full amount already paid or a refund less 25% cancellation fee. If you cancel at least 7 days prior to the seminar you can either choose a

replacement booking, a credit note for the full amount already paid or a refund less 50% cancellation fee. Refunds in respect of any cancellations made less than a week before the seminar is booked to take place will be entirely at our discretion. A substitute delegate can be named at any time before the seminar begins. Seminar dates may vary subject to demand. All seminars will be run subject to the number of delegates. A seminar may be cancelled if too few bookings are received, in which case we will notify you approximately 10 days prior to the seminar to offer an alternative, or if you prefer, refund your booking fee. In no circumstances will the company be liable for any amount in excess of the agreed fee for the seminar in question. In particular the company will not be responsible for contingent travel, accommodation or other expenses of seminar delegates arising from cancellation.

FORCE MAJEURE

The company shall not be liable to the client or be deemed in breach of contract by reason of any delay or failure to perform any of the company's obligations in relation to the seminar if this was due to any cause beyond the company's reasonable control. We will use our best endeavors to provide the seminar(s) and trainers booked. However we reserve the right to change the content and timing of the seminar, presenter, date or venue. Cancellations or changes by us for whatever reason will not result in any obligation or liability to the client other than the prompt return of any fees paid or the issuance of a credit note in lieu.

WARRANTY

The company will use all reasonable care and skill in providing the training you order under this agreement, including the use of suitably qualified and experienced trainers. However we make no warranty as to the results attained by attending our seminars. Furthermore, any decisions delegates make having received our training are their own and they remain wholly responsible for their actions. Except as expressly represented otherwise, and to the extent not prohibited by law, all training, including any documentation provided by or on behalf of the company to the delegate is furnished on an 'as is' basis without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy.

The company cannot be held liable for any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from the seminar. In no event whatever shall the company be liable for any incidental or consequential damages including but not limited to damage to property, injury or death, or any other loss that may result directly or indirectly from any use of the training provided by the seminar. The company also disclaims any liability for delegates who incorrectly select the wrong seminar in error.

WHAT HAPPENS IF THINGS GO WRONG?

Whilst we try hard to provide a high standard of service, we will not be liable if things go wrong. In particular we will not be liable for any disruption to this website, for the loss or corruption of material when anything is downloaded from this website on to any computer systems or for any issues that may arise due to your use of any materials that are not provided by us.

COPYRIGHT

All rights reserved. No part of the training material may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior permission in writing of the copyright owner. Any audio or video recording or photography of our seminars is prohibited unless permission has been agreed in writing in advance. We reserve the right to eject offenders and to confiscate recording or photographic material without liability of any kind whatsoever to the company, its employees or agents, and without refund of fees paid.

DOWNLOADING & COPYING

The materials on this website are the property of MileStone Seminars. We are happy for you to display materials from this website on a computer screen, to download and to print a hard copy of the materials to help you (and anybody you may show them to) to decide whether to book any of our training seminars. However you must not remove or modify any of the content or any copyright or trademark notices on the materials. Other than this, you agree not to use or commercially exploit any material on this website in any way without our permission.

OWNERSHIP AND QUALITY OF INFORMATION

Legal and beneficial title to all the intellectual property rights existing in any documentation, data, know-how, methods and concepts, used or developed by us in providing training seminars, shall, as between you and us, belong to and will remain vested in us. All conditions or warranties (whether express or implied by statute or common law arising from conduct or a previous course of dealing or trade custom or usage or otherwise) as to the quality of the seminar materials we supply or their fitness for a particular purpose (even if that purpose is made known expressly or by implication to us) are expressly excluded.

LIABILITY

Except in respect of death or personal injury caused by the company's negligence, or as expressly provided in these conditions, the company shall not be liable to the client by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by negligence of the company, its servants or agents or otherwise) which arise out of or in connection with the provision of the seminar and the entire liability of the company under or in connection with the contract shall not exceed the amount of the company's fees for the provision of the seminar except as expressly provided in these conditions. To the extent not prohibited by law, the company will not be liable for any consequential, incidental, special or other indirect damages, arising from these terms. In the event that the company fails to provide training in accordance with these terms, our entire liability and the client's exclusive remedy shall be for the company to refund all fees received from the client. In no event shall the aggregate liability for damages against the company, its employees or agents, arising from these terms whether by contract or tort exceed the amount the client has actually paid. To the extent not prohibited by law, the limitations in this section shall apply to personal injury and death. Under no circumstances are we, or our agents, liable for claims for loss or damages to your records or data, special incidental or indirect damages or for any economic consequential damages (including loss of profits or savings) even if we are informed of the possibility.

EXCLUSIONS OF LIABILITY

We will use all reasonable endeavors to ensure that the data on this website is accurate and to correct any errors or omissions as soon as practicable after

being notified of them. To the extent permitted by applicable law, we disclaim all warranties and representations (whether express or implied) as to the accuracy of any information contained on the website. We do not guarantee that the website will be fault-free and do not accept any liability for any errors or omissions.

Due to the nature of electronic transmission of data over the internet, any liability we may have for losses or claims arising from any use of the website or reliance on the information provided on this website is excluded to the fullest extent permissible by law. In no event shall we be liable for any loss of profit, revenues, goodwill, opportunity, business, anticipated savings or other indirect or consequential loss of any kind in contract, tort (including negligence) or otherwise arising out of use of the website, save where such liability cannot be excluded by law. We do not give any warranty that this website is free from viruses or anything else which may have a harmful effect on any technology.

LINKS TO OTHER WEBSITES

We include links from this website to websites that are owned and operated by other organisations. These links are only provided for your convenience and we have no control over or responsibility for those websites. For your own safety and peace of mind you should check the terms and conditions of use and privacy policies of each website you visit.

CHANGES TO THE WEBSITE & TERMS

We want to improve the quality of the services we bring to you and may from time to time make changes to this website and to these terms. If we do not exercise any right or remedy under these terms, this will not mean that the relevant right or remedy has been waived.

INDEMNIFICATION

The client agrees to indemnify and hold the company harmless against any and all claims resulting from the fault or negligence of the client or its delegates in connection with these terms.

PRIVACY

Your privacy is important to us. We will collect and use information supplied by you and other users of the website to improve the website. We may also use it to tell you about changes in our seminars, services or about features we think you'll find interesting. By registering with us you are deemed to have consented to the use of personal information for these purposes. However you can tell us not to deal with your personal information in

these ways in future simply by sending an email to us.

DATA PROTECTION

Under the terms of the Data Protection Act 1998 we have been registered by the Information Commissioner regarding our use of personal data. We follow strict security procedures in the storage and disclosure of information which is given to us to prevent unauthorised access. All the personal data provided will be used in accordance with the data protection laws and our privacy policy.

GENERAL

We will try to resolve any problems promptly and to our mutual satisfaction. However, if we are unable to do so, the total of our liabilities arising under or in connection with this agreement (whether arising from our negligence or from breach of this agreement or howsoever) will not exceed the price you have paid for the service(s) (including training materials) under this agreement. If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.

CHANGES TO THIS AGREEMENT

We may modify these terms and conditions on written notice. The modified terms and conditions will apply to your booking unless you cancel your booking prior to the effective date. Additional or different terms and conditions in any purchase order confirmation or other communication from you are void.

GOVERNING LAW

These terms are governed by and to be construed in accordance with English Law. Any disputes shall be subject to the exclusive jurisdiction of the English courts. Your completion of the booking form constitutes a legally binding contract. If you have any questions about 'the small print' please call us on 0115 981 5346 or email us. Notwithstanding these terms and conditions we aim to provide our clients with the best possible service and will usually try and accommodate all reasonable requests and circumstances. If you have any concern or query about anything to do with our seminars, please contact us straightaway.

Telephone: 0115 981 5346

www.MileStoneSeminars.com