

1. Definitions

1.1 For the purpose of this Agreement the following words will have the following meanings:

Agreement: means the Booking Form and these Terms together;

Booking Form: these Terms together with the Booking Form to which these Terms are attached;

Contract: the contract for the purchase of the Course;

Course: the training course which you have booked and paid for in cleared funds for your delegates to attend, which is provided by the Organisation.

Fee: charges for the Services applied by the Organisation;

Organisation: Towing Solutions Ltd, The Old Dyehouse, London Road Terrace, Macclesfield, SK11 7RN

Services: any facilities and/or courses provided by the Organisation;

Working Days: any day except Saturday, Sunday and public and Bank Holidays.

2. Bookings and Confirmation

2.1 The completed Booking Form by you constitutes an offer by you to purchase the Course on these Terms. No offer placed by you shall be accepted by the Organisation other than:

2.1.1 by a written acknowledgement issued and executed by the Organisation ("**Course Acceptance**"); or Subject to Condition 4.3, payment for the Course is received in full and in cleared funds; When a Contract for the purchase and supply of a Course on these Terms is created, your standard terms and conditions (if any) attached to, enclosed with or referred to in any Booking Form, order form or other document will not govern this Contract.

2.2 No Contract shall come into existence except in accordance with clause 2.1.

2.3 The Organisation reserves the right to release any provisional bookings and resell the availability for the Course up until a fully completed Booking Form is received and payment in cleared funds for the Course is received.

2.4 A Course joining instruction shall be provided once the Organisation is in receipt of cleared funds for the Course and attendance shall not commence without such funds. The joining instructions will include location maps and course details which should be forwarded onto delegates prior to attendance.

2.5 Should a Booking Form and payment for a Course be provided by you in less than 5 Working Days before the Course is to commence or on the actual day, then payment for the Course can only be accepted and paid (at the Organisation's Operation Director's discretion) by cash or debit card only.

3. Invoices and Payment

3.1 All course fees must have been paid in full 15 days prior to the start of training to secure places and attendance will not commence without payment.

3.2 A receipted invoice for the full cost of the Course (once payment has been received in cleared funds by the Organisation) will be issued at the time of the Joining instructions.

3.3 Should payment for the Course have been received by us within five (5) Working Days of the commencement of the Course, then the Course Acceptance/receipted invoice for such payment shall be issued as soon as the funds are cleared in full by the Organisation.

3.4 You shall be responsible for any additional expenses incurred including payment of travel and accommodation etc. Should you require accommodation whilst using the Services, a list of hotels will be included with your joining instructions, in order for you to arrange accommodation to your specific requirements.

3.5 A VAT receipt will be sent to you acknowledging the Contract. Unless specified otherwise the VAT receipt will be raised against your contact details provided on the Booking Form. All prices are subject to VAT at the current rate.

3.6 If for any reason payment is not received by us in cleared funds and you have either attended the Course or your delegates have attended the Course and/or either have made use of any or all part of the Services (for which charges apply), then the following provisions shall apply:

3.6.1 the Organisation shall be entitled to charge interest on all sums due to it until payment is made in full and such interest shall be payable from day to day at the annual rate of 8% above the base rate from time to time of invoice; and

3.6.2 a fixed sum for collecting costs plus any legal costs pursuant to the Late Payment of Commercial Regulations 2002 shall apply; and

3.6.3 interest which is payable shall accrue at the rate set out in condition 3.6.1 after as well as before any judgment.

4. Amendments and Cancellations

4.1 A cancellation of the Course will only be deemed effective when notice has been received in writing by the Organisation.

4.2 If you require to cancel the Course Acceptance for any reason whatsoever or howsoever caused then cancellation charges shall apply in accordance with the following scale depending upon when prior to commencement of the Course, you notified the Organisation of the cancellation:

4.2.1 Cancellation Notice	Charge (% of Course/Facilities Fee)
Over 30 Working Days	Nil
Between 30 and 21 (inclusive) Working Days	25% of Fee
Between 20 and 11 (inclusive) Working Days	50% of Fee
10 Working Days or less	100% of Fee

4.2.2 Full cancellations shall apply according to the above scale and charges cannot be deducted from a similar course in the future.

4.3 Should the Course not proceed for any reason, including circumstances beyond the control of the Organisation, the Organisation may cancel the Course Acceptance and offer the following remedies:

4.3.1 A rescheduled date less than [6] months from the original date agreed for the same Course; and/or;

4.3.2 A full refund of the Fee.

4.4 The Organisation reserves the right to change the content of the Course, timing, the date and or the venue without any liability to you.

4.5 The Organisation reserves the right by giving written notice to you within 14 days before the commencement of the Course to vary and/or increase the Course Fees from the date they come into effect.

4.6 Should you require to transfer a booking (to another date, time, individual, delegate, venue) for which you have received a Course Acceptance, then such a transfer can be made up to 10 [Working] Days prior to the date the Services were due to commence, however administration costs of £25 may apply.

5. Liability

5.1 Subject to conditions 5.4 and 5.5 the Organisation shall not be liable for:

5.1.1 loss of profits; or

5.1.2 loss of business; or

5.1.3 depletion of goodwill and/or similar losses; or

5.1.4 loss of anticipated savings; or

5.1.5 loss of goods; or

5.1.6 loss of contract; or

5.1.7 loss of corruption of data or information; or

5.1.8 any special indirect, consequential or pure economic loss, costs, damages, charges or expenses.

Subject to condition 5.4, the Organisation's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the price paid for the Services.

- 5.2 The Organisation will accept no liability for cancellation, delay, irregularity or inconvenience to you and/or any delegate or any consequential loss or expenses resulting from changes in timings or Services, weather, war, strikes, riots, civil commotion, quarantine or any other cause whatsoever due to circumstances beyond the Organisation's direct control.
- 5.3 Subject to condition 5.4, the Organisation will not be held responsible for any personal injury and loss or damage to your property or your delegates or your equipment (if any) howsoever caused.
- 5.4 Nothing in these Terms limits or excludes the liability of the Organisation in relation to:
- 5.4.1 death or personal injury resulting from negligence; or
- 5.4.2 any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by the Organisation.
- 5.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.
- 6. The Organisation's Obligations**
- 6.1 The Organisation shall use reasonable endeavours to manage the Services booked by you.
- 6.2 The Organisation shall use its reasonable endeavours to meet any specified dates provided by you for the Services, but any such dates shall be estimates only and time shall not be of the essence in this Agreement.
- 7. Your Obligations – You are responsible for**
- 7.1 Your own choice of Services and its suitability for your purposes.
- 7.2 Providing details as to medical conditions and disabilities prior to booking.
- 7.3 If you or any of your delegates have any medical condition, food allergy or disability which may affect our ability to provide the Services, this must be disclosed on the Booking Form where indicated. [If you are in any doubt, then please consult a doctor].
- 8. Health and Safety**
- The Organisation shall use all reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the venue and communicate the same to you, provided that it shall not be liable under the Agreement if as a result of such observations, it is in breach of any of its obligations under this Agreement.
- 9. Complaints**
- If you have a problem or complaint on the day, please bring it to the attention of the tutor as soon as possible so that they may have a chance to put matters right. It is our policy that we consider it unreasonable if you take no action during the day of the Course but then write a letter of complaint at a later date.
- 10. Data Protection/Privacy**
- 10.1 Towing Solutions Ltd is registered under the Data Protection Act 1998. Personal information supplied to Towing Solutions Ltd will be stored securely and used in relation to Towing Solutions Ltd's work. Full details of the purposes personal information is in our Data Protection Register entry, which can be found on the Information Commissioner's Website: www.informationcommissioner.gov.uk
- At no time will we disclose personal information to third parties without your consent however you and/or your delegates may be contacted by letter or e-mail, with details of future events and publications organised or promoted by Towing Solutions Ltd, which may be of interest to you. Our database mailing update forms are sent out periodically and these shall provide you with the opportunity to have your details amended or deleted from our database.
- 10.2 **Photo permissions**
- Please be aware that staff may take photos whilst the training courses are taking place. These will be used for our marketing purposes and on our social media platforms. Should you wish not to be included, please notify the office prior to your course start date with your name/company etc.
- 11. Copyright**
- All material and contents including Course literature, seminar material or any documentation provided to you prepared by the Organisation remain the confidential property of the Organisation and are subject to copyright. They must not in whole or part be used by or submitted to or made use of by any other party nor copied or reproduced in any form without our written permission.
- 12. Notices**
- All notices must be served in writing to Towing Solutions Ltd, The Old Dyehouse, London Road Terrace, Macclesfield, SK11 7RN. Any notice or other communication required to be given under the contract shall be in writing and shall be delivered personally, or sent by pre-paid first class post, recorded delivery facsimile or via electronic communication.
- 13. Waiver**
- 13.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 13.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.
- 14. Severance**
- 14.1 If any provision of the Agreement (or any provision or condition) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 14.2 If a provision of the Agreement (or any part of any provision or condition) is found illegal, invalid or unenforceable, the provision or condition shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 15. Entire Agreement**
- 15.1 This Agreement constitutes the whole Contract between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 15.2 Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as provided in the Agreement.
- 15.3 Nothing in this condition 15 shall limit or exclude any liability for fraud.

16. Assignment

16.1 You shall not, without the prior written consent of the Organisation, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.

16.2 The Organisation may at any time assign, transfer, charge, mortgage, subcontract or deal, in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.

16.3 Each party that has rights under the Agreement is acting on its own behalf and not for the benefit of another person.

17. Rights of Third Parties

A person who is not a party to the Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Right of Third Parties) Act 1999.

18. Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the English Courts.

19. Registered office

Towing Solutions Ltd, The Old Dyehouse, London Road Terrace, Macclesfield, SK11 7RN.