

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF TRAINING SERVICES

1 INTERPRETATION

In these terms and conditions:

Agreement: means the agreement for Enterprise to provide Services to the Client as set out in the Conditions

Client: means the party to whom Enterprise has agreed to provide the Services;

Conditions: mean these terms and conditions;

Correspondence Address: means the correspondence address of Enterprise which shall be their registered office address unless otherwise indicated.

Current Published Price List: means the prices listed on Enterprise's website for the supply of Services from time to time.

Enterprise: means Enterprise Inns plc whose registered office is 3 Monkspath Hall Road, Solihull, West Midlands B90 4SJ.

Services: means such training services referred to in Enterprise's published material, as Enterprise has agreed to supply to the Client;

2 SUPPLY OF SERVICES

2.1 All Services supplied by Enterprise to the Client shall be supplied subject to these Conditions. Any changes or additions to the Services or the Conditions must be agreed in writing between an authorised officer of Enterprise and the Client.

2.2 When the Client places an order for the Services the Client will provide its payment card details and submit the order. Subject to availability Enterprise will accept such order and debit the Client's payment card at which time the parties will be deemed to have entered into a binding contract for the provision of the Services.

2.3 Enterprise shall supply the Services in accordance with its current brochure, website or other published literature, subject to these Conditions.

2.4 Where the Services require the production and delivery of documents or other materials by the Client, they will be delivered promptly prior to the date specified by Enterprise and the Client shall retain duplicate copies.

2.5 If an insufficient number of bookings are received for any course, Enterprise reserves the right to cancel that course and make a full refund of the charges

paid. Enterprise also reserves the right to cancel any course and make a full refund of the charges paid where Enterprise is unable to provide the course due to circumstances beyond its reasonable control.

- 2.6 Ensuring the notification and attendance of designated personnel at scheduled training events shall remain the sole responsibility of the Client.

3 PAYMENT AND CHARGES

- 3.1 The Client shall pay any amounts due to Enterprise as detailed in the Current Published Price List in accordance with this Agreement promptly without any deduction, withholding or set-off.

- 3.2 All charges must be paid in advance at the time of booking.

4 WARRANTY AND LIMITATION OF LIABILITY

- 4.1 Enterprise warrants to the Client that the Services will be provided using reasonable skill and care.

- 4.2 Where Enterprise supplies any goods in connection with the Services, Enterprise does not give any warranty as to their quality or fitness.

- 4.3 Except in respect of death or personal injury caused by Enterprise's negligence, or as expressly provided in these Conditions, Enterprise shall not be liable to the Client for any losses, damages, costs or other liabilities of the Client whether direct or indirect or consequential including but not limited to any loss of profit or other economic losses which arise out of or in connection with the Services. The aggregate liability of Enterprise (except in the case of death or personal injury referred to above) arising as a result of this Agreement shall not exceed 150% of the amount paid by the Client to Enterprise in respect of the Services from which the liability arose.

5 INTELLECTUAL PROPERTY

Any intellectual property rights including copyright arising from or in connection with the Services shall, unless otherwise agreed in writing with the Client, belong to Enterprise.

6 TERMINATION

Enterprise reserves the right to terminate the Client's attendance at any training course in the event that the Client behaves in a manner which is deemed in the reasonable opinion of Enterprise to be unacceptable.

7 RIGHTS OF CANCELLATION

- 7.1 If the Client gives at least 30 days notice prior to the scheduled date of provision of the Services of its wish to cancel the Services a full refund of charges paid will be made by Enterprise.

- 7.2 If the Client gives at least 15 days but less than 30 days notice prior to the scheduled date of provision of the Services of its wish to cancel the Services a refund of 50% of the charges paid will be made by Enterprise.
- 7.3 Subject to sub-clause 7.4 below, if the Client gives less than 15 days notice prior to the scheduled date of provision of the Services of its wish to cancel the Services no refund of charges will be made by Enterprise.
- 7.4 Where the Client acts as a consumer (i.e. not in the course of business) the client may by notice in writing cancel the Services and receive a full refund provided that such notice is given during the period commencing on the day after the date that a binding contract for the provision of the Services is concluded and ending on the expiry of seven working days ("the Cancellation Period") and provided further that the Client hereby agrees to waive any such rights of cancellation where the Services are commenced prior to the expiry of the Cancellation Period .

8 GOVERNING LAW

- 8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 8.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

9 NOTICES

All notices hereunder shall be in writing and:

- 9.1 If given or made by letter sent by first class pre-paid post, and if applicable, by airmail, shall be deemed to have been given 24 hours (in the case of domestic post) and 72 hours (in the case of airmail) after being posted and in proving such service it shall only be necessary to prove that the notice was properly addressed stamped and posted.
- 9.2 If given or made by facsimile or e-mail transmission shall be deemed to have been given or made when sent unless the notice was sent after 5.00 pm on a business day or on a day other than a business day in which it shall be deemed to have been given or made at 9.00 am on the next business day of the addressee after it was sent.
- 9.3 Shall be given at the respective address of the other party or at such other address as the other party may have notified in writing as its address from time to time.

10 SEVERENCE

10.1 If any provision of this Agreement (or part of any provision) 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 contract, and the validity and enforceability of the other provisions of the contract shall not be affected.

10.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11 RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement shall not have any rights under or in connection with it.