

# TRAINING & ADDITIONAL SALES BOOKING FORM



## YOUR DETAILS

Consultant Ref:

Name:

Company Name & Address:  Billing Address:

Telephone:  Mobile:

Fax:

Email:

Training/Additional Service:

Date:  Duration:

Location:

Notes:

## PAYMENT DETAILS

Purchase Order Number:

Fee(s): £  per

Fee(s): (Total) £

VAT: £

**GRAND TOTAL PAYABLE** £

## CARD PAYMENT

Card Type:

Card Number:

Expiry Date:

Issue Number:  Switch Only

Verification Number:  (Last 3 digits on rear of card)

Name as it appears on card:

### Payment Methods: (How to pay)

Credit & Debit Cards, BACS

### PLEASE NOTE THAT

1. Full payment must be made at the time of booking unless agreed otherwise. Payment will include the applicable VAT rate at the time of the booking.
2. **All training courses are subject to the terms and conditions set out overleaf and your signature and return of this form confirms your agreement to such terms and conditions. These terms and conditions stand apart from, and are in addition to, any earlier terms and conditions agreed between us for the provision of our core services.**
3. All training course details, directions to the training venue and other important course information will be sent following receipt of full payment.

Signature: ..... Date: .....

Please sign and return this form to:

Bibby Consulting & Support Ltd, Brunswick Court, Brunswick Street, Newcastle-under-Lyme, Staffordshire, ST5 1HH  
Fax: 08453 100 650 Email: training@bibbycas.com

# TRAINING TERMS & CONDITIONS

## DEFINITIONS

'**We or Company**' means Bibby Consulting & Support Ltd.

'**Contract**' means the contract for the provision of Services by the Company to the Client.

'**You or Client**' means the person, firm or company ordering or buying Services from the Company.

'**Services**' means the provision of training services by the Company to the Client.

'**Intellectual Property and Rights**' means any patents, copyright related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other industrial and/or intellectual property rights, and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

'**Order**' means the written order sent by the Client for the supply of Services by the Company and includes a training booking form, letters, faxes and e-mails whether sent by post or electronically.

'**Terms**' means the terms and conditions set out in this document.

## GENERAL

These Terms are in addition to any other terms and conditions agreed between the Company and the Client for the provision of any other services.

The submission of a training booking form constitutes a legally binding contract and must be returned as soon as possible in order to secure the training dates required; this should be a minimum of 4 weeks prior to the course start date. If the form is returned after the deadline, the course may not go ahead as planned. Booking forms for courses booked within 4 weeks of the course start date must be returned immediately once the date has been verbally agreed.

## COURSE TIMINGS

Training courses normally run Monday to Friday 09.00am – 17.00pm.

Timings for in-house training courses are to be arranged prior to the start of the course.

## COURSE CONFIRMATION AND MATERIAL

Confirmation of reservations for training courses and any required pre-course literature will be forwarded to you on receipt of full payment for the training course or otherwise will be made available on the day of the course itself.

## ACCEPTANCE OF BOOKING

No contract between the Company and Client shall exist until a booking has been accepted in writing by the Company. An acceptance by the Company incorporates the Terms and the Client shall be deemed to have accepted the Terms unless the Client notifies the Company in writing of any objections to the Terms within seven days of the date of the acceptance. No conditions or terms stipulated in any other communication or document shall amend or exclude any of the Terms except insofar as the same is expressly consented in writing by the Company.

## PRICING

Prices are based on the Company's current pricing policy, but the Company reserves the right to amend its quoted prices at any time prior to the commencement of any Contract. In addition, VAT will also be payable where applicable.

## FEES

All course fees are to be paid in full before the commencement of the course. VAT will be applied at the applicable rate at the time the course is booked.

In the absence of receiving full payment of course fees, the training course may be cancelled.

If additional delegates attend the course, you agree our right to charge you an additional course fee (based on the cost per delegate of the original course fees and the original delegate numbers) for every additional delegate.

In accordance with the Late Payment of Commercial Debt (Interest) Act 1998, we will be entitled to charge interest at 4% above the base rate of Co-operative Bank p.l.c. on all overdue amounts.

## ISSUE OF DOCUMENTATION

A receipted invoice and relevant course certificate(s) (if applicable) will be sent to the Client as quickly as reasonably possible after the end of the course or receipt of full payment, whichever is later.

## CANCELLATION BY THE CLIENT (WHICH MUST BE MADE IN WRITING)

- If cancellation is confirmed more than 5 days before the course, a 50% refund will be given;
- If cancellation is confirmed less than 5 days before the course, no refund will be given;

No charge will normally be made for substitute delegates.

No refund of fees is allowable if a service is provided but not actually used on the day.

## INTELLECTUAL PROPERTY

All Intellectual Property Rights in the Services or arising from the Contract shall remain with the Company, unless expressly otherwise agreed in writing by the Company.

The reproduction, by whatever means, of the Company's publications or any publication used by the Company in the performance of the Contract is expressly forbidden and the Company will not hesitate to take legal proceedings in respect of any breaches.

If the Services are to be provided by the Company in accordance with a specification submitted by the Client, the Client shall indemnify the Company against all liability, loss, damage, costs and expenses suffered or incurred by the Company in respect of any claim for infringement of any Intellectual Property Rights of any other person which results from or arises out of the use of the Client's specification.

## FORCE MAJEURE

The Company shall not be liable to the Client or be deemed to be in breach of Contract by means of any delay in performing or failure to perform any of the Company's obligations in respect of the Services or the Contract if the delay or failure was due to any cause beyond the Company's reasonable control.

## CHANGES AND CANCELLATIONS OF EVENTS

The Company reserves the right in its absolute discretion and without further liability to change dates, times and venues or cancel a training event; in the case of cancellation all monies will be refunded. Training events are constantly updated and improved and the Company reserves the right at any time and without notice to alter content and to change trainers.

The Company reserves the right to cancel courses if insufficient delegates are available to make the running of the course viable.

## LAW

The Terms and any Contract shall be constructed in accordance with English law and the Company and Client submit to the non-exclusive jurisdiction of the English courts.

**FOR MORE INFORMATION CALL: 08453 100 600 EMAIL: TRAINING@BIBBYCAS.COM VISIT: WWW.BIBBYCAS.COM**