

# Holborn Training Ltd

## Terms & Conditions of Business

### Please FAX to 020 7242 4594

Alternatively the document may be completed, scanned and emailed to us at [hhcourseadvisors@ptclondon.co.uk](mailto:hhcourseadvisors@ptclondon.co.uk)

**Organisation:** .....

These terms and conditions of business ("Terms") are the contract between franchise holder Holborn Training Ltd ("Pitman Training Centre") and you, the client ("You"). These terms together with a Pitman Training Centre Booking Form signed by You supersedes any other contract, including any purchase order terms proffered by You unless otherwise agreed between us in writing.

### Payment Terms

Full payment including VAT at the current rate shall be paid by You within 14 days or prior to the start of the course, whichever is sooner. If payment has not been received by Pitman Training Centres within 14 days of invoice date then Pitman Training Centre shall be entitled to charge interest on a daily accrual basis at the rate of 3% per annum above the base lending rate for the time being of HSBC on any sums due but not paid, from the date payment became due until the actual date of payment, without prejudice to any of its other rights.

### Cancellations and Refunds

- 1) If you cancel a course up to 14 working days prior to the despatch of training materials, and/or the commencement of the training course, a complete (100%) refund will apply. No refunds will be made any time after the dispatch of training materials and/or after training has commenced.
- 2) If the delegate fails to attend, full course fees are payable immediately.
- 3) In the event of dissatisfaction with any services supplied, You or your representative will advise Pitman Training Centre's business manager in writing within 3 days of the service giving rise to dissatisfaction. Any refunds made to a client or a client's representative are solely at the discretion of the business manager. In all circumstances, your fees must be paid in full before a refund can be considered.

### Substitution

No charge will be made for the substitution of students. If documentation has already been sent out then it is your responsibility to ensure that the new delegate receives the required information prior to the commencement of training.

No charge will be made for the substitution of individual courses or, in the case of combination or diploma courses, individual modules, providing that the course or modules are of a similar value. No substitution will be allowed following the commencement of any course or course module.

### Rescheduling/Cancellation by Pitman Training Centre

In the event that Pitman Training Centre has to reschedule a course, students will be offered an alternative booking.

**PO Number:** .....

In the event that any course or course module has to be cancelled, Pitman Training Centre reserves the right to replace it with one of similar content and value. In the event that this is not possible a full refund will apply. Course time limit is 6 months (1 year for Diploma Courses only).

### Copyright

All course notes and materials are subject to copyright and other rights belong to Pitman Training centre or our licensors. Course notes and materials provided to students are on loan for the exclusive use of the individual delegate. No part of the course notes or materials may be reproduced or transmitted in any form, or by any means, electronically or mechanically including photocopying, recording or any information storage or retrieval system without the prior written permission of Pitman Training Centre. Course notes and materials are provided subject to the condition that they shall not by way of trade or otherwise, be lent, resold, hired out, or otherwise circulated without the prior written permission of Pitman Training Centre. Any unauthorised use, duplication or lending of course notes or materials without the prior written consent of Pitman Training Centre is strictly prohibited.

### Pitman Training Centre Liability

Pitman Training Centre provides training courses and services solely by reference to their description and where permitted by law we exclude all other warranties, express or implied statutory or otherwise from these Terms. Pitman Training Centre's total liability to You, other than for death or personal injury caused by our negligence or for fraud or where such limitation is prohibited by law, for any losses costs expenses or damages under these Terms shall be limited to the total Fees paid or payable by You. Under no circumstances shall Pitman Training Centres have any liability to you for loss of profit, revenue, anticipated savings or bargain or loss or corruption of data or software or for any indirect special or consequential losses.

### General

These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the English Courts.

Pitman Training Centres shall not be liable for any failure to fulfil its obligations where such failure is due to circumstances beyond its reasonable control.

Signed .....

Name (print).....

Date.....

Purchase Order No (if applicable).....

I have read the above Terms & Conditions of Business and agree to the Credit Terms as outlined under "Payment Terms".