



## **Intelligent Training International Limited – Terms and Conditions**

1. These terms and conditions are between Intelligent Training International Limited and the Customer. They replace any previous terms and conditions of Intelligent Training International Limited and are the complete and only terms and conditions between the parties. All dealings between Intelligent Training International Limited and the Customer shall be governed by these terms and conditions, which shall prevail over any other matters.
2. These terms and conditions and any Contract formed pursuant to them may be varied provided any variation is confirmed in writing by an authorised representative of Intelligent Training International Limited.
3. A Contract will be formed when Intelligent Training International Limited accepts a Customer's. Confirmation of booking will be dispatched prior to performance of the service on receipt of full payment and a signed original of these Terms and Conditions.
4. A copy of these terms and conditions will be dispatched, in the case of the provision of a training course, with the booking confirmation letter sent by Intelligent Training International Limited. If the Customer has not had prior sight of them and reasonably objects to any of these terms and conditions, the Customer shall be entitled to notify such objection to Intelligent Training International Limited within 7 days of first sight (failing which these terms and conditions will be deemed to have been accepted) and, provided a solution to the objection cannot be reached between parties, cancel the Contract without penalty after 7 days of such notification.
5. In the case of the provision of a training course by Intelligent Training International Limited, payment must be made in full prior to the commencement of the course. No refund shall be given should a candidate fail any course provided by Intelligent Training International Limited and Intelligent Training International Limited make no guarantee as to a candidate successfully passing any Intelligent Training International Limited course.
6. If the Customer notifies Intelligent Training International Limited in writing (hard copy by post to registered office address) of their desire to cancel a course booking refunds will be made as follows - 4 week's notice 80%, 3 weeks 60%, 2 weeks 25%. Cancellations made within 1 week of the commencement date of the course will attract no refund. No refund shall be given if a candidate does not attend, or elects to leave or withdraws for any reason once the course has commenced.

This includes any candidate who fails course assessments or is asked to leave on health and safety or discipline grounds (refer to bullying and harassment, also equality policies).

7. Unless specified, Value Added Tax will be included in any price and will be charged at the rate in force at the time of quotation.

8. Intelligent Training International Limited shall not be liable to the Customer by any failure to perform Intelligent Training International Limited's obligation under Contract if the failure is due to any cause beyond Intelligent Training International Limited's reasonable control. Intelligent Training International Limited shall not be liable for any loss suffered by the Customer (except in respect of death or personal injury caused by Intelligent Training International Limited's negligence) including loss of profits arising out of performance of the Contract by Intelligent Training International Limited (or its servants or agents)

9. Intelligent Training International Limited reserve the right to cancel and/or amend course dates, times, contents and venues. Every effort will be made to give the Customer as much notice as possible and offer a reasonable alternative. If these are not satisfactory, Intelligent Training International may (although is not obliged to) refund in full the price of the course, minus the deposit paid. No further compensation will be given.

10. Intelligent Training International Limited reserves the right to remove or amend any part of its publications or manuals without prior notice or consultation.

Whilst every effort has been made to ensure the accuracy of the information contained in the publications and manuals, Intelligent Training International Limited shall not be liable for any inaccuracies or for any subsequent mistreatment of any person or property, however caused.

11. The Customer shall not be entitled to set off or deduct any amount from any invoice unless otherwise agreed by Intelligent Training International Limited.

12. If the Customer becomes bankrupt or enters into liquidation, administration or administrative receivership or has a receiver of any of its assets appointed (or ceases or threatens to cease carrying on business) Intelligent Training International Limited shall be entitled to cancel any outstanding Contract(s) and/or suspend further deliveries or services without liability to the Customer and any sums outstanding shall become immediately due.

13. Any dispute that cannot be resolved between parties should be referred to the discretion of a sole arbitrator to be agreed between the parties or, in default of agreement, appointed at

the request of either party by the president of the Chartered Institute of Arbitrators. Arbitration shall take place in accordance with the Arbitration Act 1996.

14. Any written notice given under these terms and conditions shall be served by either registered post or facsimile to the relevant party's registered/principal office or last known address.

15. These terms and conditions shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts. In the event that one or more clauses of these terms and conditions become invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be affected.

**I (Print Full Name) \_\_\_\_\_ understand and agree with the above terms and conditions.**

**Signature \_\_\_\_\_**  
\_\_\_\_\_

**Date**

**Please sign and return original.**