

L&M Plus Consulting Ltd Terms and Conditions

1. DEFINITIONS

In this document the following words shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document.

1.2 "Customer" means the organisation or person who purchases goods and services from L&M Plus Consulting Ltd.

1.3 "Delegate" means the organisation or person who purchases goods and services from L&M Plus Consulting Ltd.

1.4 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.

1.5 "Specification Document" means a statement of work, quotation or other similar document describing the goods and services to be provided by the supplier.

1.6 "Supplier" means L&M Plus Consulting Ltd.

1.7 "Training events" means seminars, conferences, training programmes (both certified and non-certified), training courses (both certified and non-certified), workshops, master classes, and practice group sessions.

2. GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by L&M Plus Consulting Ltd to the Customer.

3. PRICES, PAYMENT and REFUNDS

3.1 The training event fees include tuition, course materials, and light refreshments at break times. Please note that accommodation and meals are not included except where stated on the booking form.

3.2 Where early booking prices and promotional offers are available for training events the early booking price is only available until the expiry date of the specific promotion. After the expiry date of an offer, the training event will become available at an increased price.

We are not liable to refund fee differences that may arise due to delegates booking at different times, discounts etc.

3.2 Public/open training events: any booking for a public/open training event is secured once payment is received, unless different payment terms are agreed in advance. Full payment must be made 28 days in advance of the event start date. VAT is charged at the current rate at the time of the booking. Client will be sent a booking confirmation by email on receipt of the payment. Where an early booking price is in place, invoiced amounts for public/open training events shall be due on date stated in the invoice to secure the early booking discount. If the invoice is settled later than the date stated in the invoice any increase in the training event price becomes due.

3.3 Corporate training: when the training event is delivered in-house to a company, L&M Plus Consulting Ltd will invoice the company 14 days in advance of the event with a settlement date of 28



days from the date of invoice. L&M Plus Consulting Ltd is entitled to charge interest on overdue invoices from the date when payment becomes due at the rate of 1% per annum above the Bank of England base rate.

3.4 Should a purchase order be required for payment of the invoice, it is the delegate's responsibility to ensure L&M Plus Consulting Ltd has the full details and agreed purchase order number before the products or services are supplied.

3.5 In the unlikely event that a training event is canceled for whatever reason, fees will be refunded in full. We reserve the right to make substitutions at our discretion should the announced trainer be unable to conduct the whole training or part of it. L&M Plus Consulting Ltd accepts no liability or responsibility for any other expenses incurred by participants. L&M Plus Consulting Ltd reserves the right to change dates and venues due to conditions outside our control.

3.6 If delegate fails to attend a training event without contacting us, no refunds will be made. All bookings are made for particular events and are not transferable unless specifically agreed in advance.

3.7 If a cancellation is requested, L&M Plus Consulting Ltd must be notified at least 28 days before the training event start date in writing (by post to: L&M Plus Consulting Ltd, 54 Winston Road, Newport, Isle of Wight PO30 1RG or by e-mail to zoryna.odonnell@lplusconsulting.com) if a refund is wanted. If approved, the refund will be made to the payment source on the 1st working day of the following month.

3.8 Cancellation of a booking is subject to the following charge:

- Up to 90 days prior to the training event – No charge
- Up to 28 days prior to the training event – 10% administration charge
- After 28 days – no refunds are normally allowed but we treat each case individually. Transfers to an alternative training event may be considered.

3.9 Attendance for the training event will only be secured when full payment has been received.

3.10 All payment plans must be agreed with L&M Plus Consulting Ltd.

3.11 Full payment for all training programmes must be received prior to commencement of that programmes.

3.12 For certification courses and programmes, unless stated otherwise on the course advertisement, course fees and certification fees are separate. Attendance on course does not guarantee certification.

3.13 No time limit is imposed for achieving certification. If a delegate does not pass the certification on the course, the delegate will be given specific feedback regarding development areas and will be invited back to demonstrate competency in the said areas at a later date.

3.14 No refunds or transfer of dates are available on any practice group booking.

3.15 Combination and group bookings are not refundable, a delegate can still transfer training event dates as long as the event remains on the schedule.

3.16 In the event that a booking is cancelled, the booking can be commuted to a course of the same value on the basis the delegate is eligible for that course.

3.17 No refunds are due on payment plans, credit can be used towards future courses.

3.18 No refunds are due on overdue or transferred bookings.



4. CUSTOMER'S OBLIGATIONS

4.1 To enable L&M Plus Consulting Ltd to perform its obligations under this Agreement the Customer shall:

4.1.1 Co-operate with L&M Plus Consulting Ltd;

4.1.2 Provide L&M Plus Consulting Ltd with any information reasonably required that is useful for the training.

4.2 In the event that the Customer or any third party, not being a sub-contractor of L&M Plus Consulting Ltd shall omit or commit anything which prevents or delays L&M Plus Consulting Ltd from undertaking or complying with any of its obligations under this Agreement, then L&M Plus Consulting Ltd shall notify the Customer as soon as possible and make any relevant claims incurred as result of the loss.

5. DELIVERY AND PROGRAMME INFORMATION

5.1 The times of delivery specified by L&M Plus Consulting Ltd for a mail order product are an estimate only. Time for delivery shall not be the essence of the contract and L&M Plus Consulting Ltd shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the training events.

5.2 Acceptance on the training events is at our sole discretion but we will apply the priority criteria in a clear, fair and transparent manner. We reserve the right to refuse access to the seminar for the safety and comfort of other delegates, or for any reason whatsoever.

5.3 Joining instructions and details of the training events will be sent to delegates within 4 weeks prior to the event. They will include details of the location, start times and other relevant information.

5.4 Some training events may be recorded via audio and video. L&M Plus Consulting Ltd reserves the right to use this material for marketing. Any License agreements and audio and video release forms must be signed before entry to the training event. There is no electronic recording of any kind allowed on the training events.

5.5 If you have any reason to not be happy with the above please email:
zoryna.odonnell@lplusconsulting.com

6. SPECIFICATIONS

6.1 For the avoidance of doubt, no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of L&M Plus Consulting Ltd, and no representation written or oral, correspondence or statement shall form part of the contract.

6.2 No unauthorised use of L&M Plus Consulting Ltd logo is permitted at anytime.

6.3 It maybe necessary, for reasons beyond the control of L&M Plus Consulting Ltd to change the venue, dates and/or trainers.

6.4 All advertised programmes may be upgraded by L&M Plus Consulting Ltd y i.e. venue, use of more appropriate trainers or amendments to the programme in any way, to enhance your learning.

6.5 Should L&M Plus Consulting Ltd change the programme venue, you will receive written or electronic confirmation with sufficient notice.

6.6 L&M Plus Consulting Ltd is not liable for any additional travel and accommodation costs the delegate may incur should the programme dates or venue be altered.



6.7 There is no time limit to achieving certification (see paragraph 3.13 further above).

7. LIMITATION OF LIABILITY

7.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of L&M Plus Consulting Ltd to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.

7.2 In no event shall L&M Plus Consulting Ltd be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

7.3 Nothing in these Terms and Conditions shall exclude or limit the liability of L&M Plus Consulting Ltd for death or personal injury resulting from L&M Plus Consulting Ltd negligence or that of its employees, agents or sub-contractors.

8. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

8.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of L&M Plus Consulting Ltd, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in L&M Plus Consulting Ltd by the execution of appropriate instruments or the making of agreements with third parties.

8.2 Each delegate is presented with course materials for personal use only. Course materials provided by L&M Plus Consulting Ltd are the copyright of L&M Plus Consulting Ltd unless otherwise stated. The participant/customer agrees not to make copies of any learning materials.

9. INDEPENDENT CONTRACTORS

9.1 L&M Plus Consulting Ltd and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties.

9.2 L&M Plus Consulting Ltd may, in addition to its own employees and associates, engage other sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve L&M Plus Consulting Ltd of its obligations under this Agreement or any applicable Specification Document.

10. ASSIGNMENT

10.1 The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of L&M Plus Consulting Ltd.

11. NOTICES

Any notice to be given by either party to the other may be served by email, personal service or by post, to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall,



unless the contrary is proved, be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter it shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of postal services.

12. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at anytime subsequently to enforce all Terms and Conditions of this Agreement.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

14. NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

