

The Terms and Conditions

1 Definitions

- 'The Company' Stress Check Training Ltd 103 Hempland Lane York YO31 1AT
- 'Training Day' means Stress Check Training Ltd's, Courses and Workshops.
- 'Written Material' means any informational material published by us in any medium with a view to providing information to our customers or prospective customers.

2 Our contract with you

- 2.1 We shall accept your booking by letter/e-mail confirmation. We will confirm your booking details, the fees, date and venue for the Training Day. That is when our contract is made.
- 2.2 It is possible that the price may have increased from that posted in our Written Material.
- 2.3 For all programmes the materials provided remain the intellectual property of Stress Check Training Ltd and its partners, who assert their right to worldwide copyright unless specifically agreed otherwise in writing.
- 2.4 If The Company owes you money (for this or any other reason), we will credit you as soon as reasonably practicable but in any event no later than 30 days from the date of your order.

3 Price and Payment

- 3.1 You must pay us the full price of your booking within 30 days of the date of the Training Day. Invoices are raised immediately following a course and will be sent to the agreed contact. Please let us know in advance of any course if you have particular requirements concerning who and where to send the invoice to.
- 3.2 Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than pounds Sterling will be borne by you.
- 3.3 Any details given by us in relation to exchange rates are approximate only and may vary from time to time.
- 3.4 You will pay all sums due to us under these terms by the means specified without any set-off, deduction or counterclaim.

4 Information you give us

- 4.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Training Day.
- 4.2 We will use our reasonable endeavours to respond to any point of dissatisfaction by you, provided you comply with the complaints procedure set out below.

5 Delivery

The Training Day will be made by our Trainer at the address stipulated in your booking. You must ensure that someone is present to meet our Trainer and show them to the room to be used for the Training Day.

6 Cancellation

Because you are booking our Training Day, you may have a right of cancellation. Should it be necessary for you to cancel a course for any reason, (and only if you do), these are the terms which apply:

- 6.1 Course cancellations can only be accepted in writing.
- 6.2 the following cancellation charges will be incurred:
- 6.2.1 More than 30 days from the agreed date of the course administration fee £100.00 + VAT;
 - 6.2.2 16 - 30 days (50% of the Training Day fees);
 - 6.2.3 15 days or less (100% of the Training Day fees).

7 Disclaimers

- 7.1 We may make improvements or changes to our Written Material or to any of the Training Day, at any time and without advance notice.
- 7.2 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection the Training Day.

- 7.3 The notes and training for Stress Check Training Ltd courses cannot be relied upon for legal interpretation. Neither Stress Check Training Ltd nor its employees, trainers or consultants can accept responsibility for delegates' actions, or those of other people reading the course notes or interpreting the training in litigation, or responsibility for any loss incurred as a result of relying on the training or the training notes. If in doubt, consult a lawyer.
- 7.4 In any claim against us our liability is limited to the value of the Training Day you have booked in the contract which is the subject of the dispute.

8 Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of the Training Day, or the infringement by you, of any intellectual property or other right of any person.

9 Contractual Limitation

Where we provide goods or services without specific charge, then it (or they) is deemed to be provided free of charge, and not to be associated with any other service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of any such goods or services.

10 Rights of third parties

Nothing in this agreement shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.

11 Severability

If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

12 No Waiver

No waiver by us, in exercising any right, power or provision in these terms shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

13 Dispute Resolution

In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

14 Force majeure

We are not liable for any breach of our obligations resulting from causes beyond our reasonable control.

15 Complaints Procedure

- 15.1 Anyone who experiences a problem with any of Stress Check Training Ltd's products, services or staff should raise the matter directly through our head office telephone 01904 413560. Please give sufficient information and clearly outline the grounds for complaint. We will look into the matter and respond within 14 days.
- 15.2 If the complaint cannot be resolved to the satisfaction of the complainant, you can write to Stress Check Training Ltd, 103 Hempland Lane York YO31 1AT. We will confirm receipt and ensure that the matter is looked into as soon as possible. An initial response can be expected within 7 days of its receipt; a full considered response to the complaint will be completed within 30 days and any subsequent remedy implemented with the minimum of delay.
- 15.3 If you are still unhappy with the response you have received you can ask for your complaint to be dealt with by the Managing Director, Michael Collier. He will aim to give you a response within 30 days.

16 Governing Law

This Agreement shall be governed by and construed in accordance with the law of England. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.