

1. LEGAL EFFECT

These Terms of Business supersede any previous Terms of Business or any previous informal arrangement. They should be read in conjunction with other correspondence which you may have received from us. Together, they set out exclusively the basis on which we work for you.

These Terms of Business apply to existing and future provision of training services which we do on your behalf, unless we tell you otherwise in writing. We will give you notice of any changes to these terms, which will then apply to any subsequent instructions.

Your continuing instructions mean that you accept the Terms of Business set out in this document.

2. ENGLISH LAW

Any legal dispute between you and us shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

3. OUR SERVICES

Crown House is a trading division of Cooke & Mason plc, which specialises in risk management services. Cooke & Mason plc is a specialist independent insurance intermediary. These terms relate to non-insurance product services, which are not regulated by the Financial Services Authority (FSA).

We will deliver training courses to delegates at Crown House. We will provide written course materials for delegates to take away with them. We will provide lunch for delegates attending whole-day training courses and refreshments for those attending shorter events. We do not provide overnight accommodation but we can help you to make your own arrangements if you so request. Car parking spaces will be available for your delegates at Crown House.

4. FORMATION OF CONTRACT

We will notify you of dates, prices and content of our training courses from time to time. In order to book a delegate or delegates onto a training course, please contact our Jacky Millard to check availability. If we have a place or places available, we will issue a delegate reservation form and invoice to you. Once we have received your completed booking form, we will write or fax confirming that your booking has been accepted until we have confirmed the booking, no legally binding contract will exist between us.

5. PAYMENT OF OUR FEES

You must pay our invoice in full, not less than 21 days before the date on which the course is due to start.

If you are booking a place or places less than 21 days before the date on which the course is scheduled to start then you must include payment with your completed booking form.

All prices quoted are net of VAT, which you shall also pay at the prevailing rate.

6. CANCELLATION

If a delegate cannot attend you may substitute an alternate delegate at no extra cost.

If you wish to cancel your booking you must give written notice to us by fax or recorded delivery letter.

If we receive your cancellation notice at least 21 days before the date on which the course is scheduled to start, we will refund 90% of the invoice price.

If we receive a notice more than 7 days but less than 21 days before the date on which the course is scheduled to start, then we will refund one third of the invoice price at your option to issue you with a credit note for two thirds of the invoice price which you may use towards future training with Crown House.

If we receive a notice 7 days or less before the date on which the course is scheduled to start, we will not refund your payment.

7. PROFESSIONAL INDEMNITY INSURANCE

We will maintain professional indemnity insurance up to at least £1,000,000 (One Million Pounds).

8. RESERVATION OF RIGHTS

We reserve the right to offer an alternate location or alternate dates for any training course. If the revised location or the revised date is unsuitable for you, then we will refund your payment in full by return, at your request.

Where necessary, we reserve the right to appoint a sub-contractor or other third party to deliver training courses.

9. COMPLAINTS PROCEDURE

If you are unhappy with the service which you have received from Crown House, you should speak with or write to its managing director. He will acknowledge receipt of your complaint, in writing, within five days and will then investigate your complaint and respond to you in writing within 20 days.

10. CONFIDENTIALITY

We will treat all matters referred to in this agreement as confidential, and shall only divulge the same as envisaged under these terms (and then only to the extent required) or if required by law.

11. THIRD PARTY RIGHTS

Nothing in these terms of business will give any person any right to enforce any term which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

12. LIMITATION OF LIABILITY

The following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

- any breach of these terms; and
- any representation, statement or tortious act or omission including negligence arising under or in connection with all contracts between us.

Nothing in these terms excludes or limits our liability for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE FOLLOWING PROVISIONS WHICH APPLY IN ALL CASES, UNLESS WE AGREE OTHERWISE IN WRITING.

In no circumstances will we be liable to you for any loss or damage which arises out of or in connection with subsidence, pollution and/or terrorism. These areas of loss are not covered by our insurers. None of our directors, employees, agents or sub-contractors are authorised to vary this provision at any time, and any attempt to do so will be unenforceable.

Subject to the above, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of our service to you shall be limited to the cost of the fee charged for the provision of the training services.

We shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the services we provide to you.

13. GENERAL

Each of our rights or remedies is without prejudice to any other right or remedy we may have whether under contract or not.

If any provision of a contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of a contract and the remainder of that provision shall continue in full force and effect.

Our failure or delay in enforcing or partially enforcing any provision of a contract will not be construed as a waiver of any of our rights under the contract.