

hy-phen Training Services - Terms and Conditions of Business

1. Definitions

- (a) "hy-phen" means hy-phen.com Limited trading as hy-phen Training Services, registered number 03399532, registered address at Hazlitt House, 4 Bouverie Street, London, EC4Y 8AX.
- (b) "Client" mean the party booking the Services and to whom the Services are provided.
- (c) "Services" means the training services offered and provided by hy-phen under these terms and conditions.

2. Precedence of Terms

- (a) These Terms and Conditions shall apply to all work carried out in the provision of Services by hy-phen to the Client, in accordance with any booking form signed by, or in accordance with any instructions issued by, a representative of the Client.
- (b) No additions to, or modifications of, these Terms and Conditions shall have effect unless expressly agreed in writing by both parties and clearly expressed to be formal amendments to these Terms and Conditions. hy-phen employees or agents are not authorised to make any representations whatsoever concerning the provision of Services unless confirmed in writing by a director or legal representative of hy-phen. The Client acknowledges that it does not rely on, and waives any breach of, any such representations that are not so confirmed.

3. Fees and Payment

- (a) The course fees listed on the hy-phen website and in hy-phen Training Services brochures issued to the Client are correct at the date of publication, and shall apply to any bookings made. In the event of any conflict between the fees listed on the hy-phen website and any brochures issued, the prices stated on the website shall take precedence.
- (b) Course fees must be paid by the Client in full on receipt of hy-phen's invoice or at the point of booking confirmation. All course fees quoted are exclusive of VAT. hy-phen reserves the right to re-allocate the course place to another delegate if fees are not paid on time.
- (c) In the event of late payment, hy-phen shall be entitled to charge interest at the rate of 2% above the base lending rate for the time being of Barclays Bank plc per month on any sums due but not paid, from the date payment became due until the actual date of payment. The parties agree that this represents a substantial remedy in the context of the Late Payment of Commercial Debts (Interest) Act 1998.

4. Course Booking

- (a) Bookings can be accepted at any time up to the course start date, subject to availability. hy-phen's authorised booking form must be received from the Client within 5 days of the provisional booking being made. The authorised booking form represents acceptance by you of the booking and confirms your place. hy-phen reserves the right to allocate provisional places to other customers if provisional places have not been confirmed as per this clause. Confirmed bookings can be made by letter, fax or email - additionally, provisional bookings can be made by telephone. On receipt of an authorised booking form, joining instructions will be sent to the delegate(s), including start and finish times and course location.
- (b) No charge will apply if a substitute person wishes to replace the original delegate, provided that the substitute delegate is suitable (see 4(c) below). However, the Client should inform hy-phen of any change to the original booking in writing at the earliest possible opportunity.
- (c) It is the Client's responsibility to ensure that the course is suitable for its requirements and its delegates. All delegates should have read and understood the course outline, and have met any necessary prerequisites. Delegates who do not meet the course prerequisites, or who are disruptive in any other way, may be asked to leave by the hy-phen training course provider.

5. Course Descriptions and Changes

- (a) The hy-phen Training Services Course Directory is provided for information purposes only, and does not constitute an offer for a particular course or programme. hy-phen constantly strives to keep the content of its course directory up-to-date and therefore reserves the right to modify the specification of a course without notice or liability to the Client.
- (b) hy-phen will not supply equipment or course manuals for courses conducted at a Client's site, unless otherwise stated in writing. In the event that course are to take place at the Client's site, the Client shall provide such accommodation, facilities, equipment (including but not limited to audio/visual equipment) and other items as reasonably required by hy-phen for the successful operation of the course.
- (c) hy-phen shall, in the event of the unavailability of any member of its staff, use all reasonable endeavours to provide alternative personnel to provide the Services, but cannot be held liable for its failure so to do (in which case 6(b) below shall apply).

6. Cancellations

- (a) In the event that a booking is cancelled, or the delegate fails to attend the course, the following cancellation fees apply:
 - Less than 15 working days before course commencement date: Full course fee payable without any refund to Client.
 - Between 15 and 20 working days before course commencement date: 50% of course fee payable.
 - Over 20 working days before course commencement date: 25% of course fee payable.

- (b) There may be occasions, for reasons beyond hy-phen's control, when hy-phen may need to cancel or re-schedule a course. In such circumstances, hy-phen reserves the right to cancel or re-schedule without liability to the Client. hy-phen shall promptly notify the Client of any need to cancel or re-schedule a course. In such event, the Client's delegate(s) will be offered an alternative course date, a credit note or a full refund.

7. Warranty and Liability

- (a) hy-phen represents and warrants that the Services will be performed in a professional, workmanlike and skilful manner consistent with the professional standards and the general customs and practices of the training industry, and that the Services delivered under any booking will conform in all material respects to the written specifications related thereto.
- (b) Except as may otherwise be expressly provided in 7(a) above, all warranties, conditions, terms, undertakings and representations of any kind whatsoever, express or implied, whether by statute, common law or otherwise, are hereby excluded by hy-phen to the fullest extent permitted by law and hy-phen shall have no other obligation, duty or liability whatsoever in contract, tort, statute or otherwise to the Client.
- (c) hy-phen shall not be liable for the failure of any third party hardware, software and/or systems which may be the subject of any Services.
- (d) With the exception of any claims for (i) death or personal injury caused as a result of hy-phen's negligence; or (ii) fraudulent misrepresentation by hy-phen, which shall not be subject to any limit, hy-phen's maximum aggregate liability for any and all losses, claims, demands, damages, costs and/or expenses of any kind whatsoever in connection with any booking (whether in contract, tort, by statute or otherwise) shall not exceed the amount actually paid by the Client to hy-phen for the Services which are the subject of the booking form in question.
- (e) The Client shall be liable for any loss, damage or injury to hy-phen or hy-phen's appointed training provider's staff or their property which may be incurred whilst working at the Client location, and in respect of any negligence or breach of statutory duty by the Client.
- (f) Neither party shall be liable to the other (whether in contract, tort, by statute or otherwise) for loss of profits and/or in respect of any incidental, consequential, special or indirect loss or damage or in connection with any booking, including but not limited to: loss of use; loss of goodwill; loss of data; loss of information; loss of business; loss of goods; loss of anticipated savings; loss of revenue.

8. Intellectual Property

- (a) All course materials are copyright and the intellectual property of hy-phen and/or its licensors. No part of the training material may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior permission in writing of hy-phen.
- (b) Subject to 8(a) above, hy-phen provides the Client with a non-exclusive and revocable licence to use the course materials strictly for its own reasonable internal business purposes, however it is clearly understood and accepted by the Client that no ownership or other rights shall pass to the Client.

9. Non-solicitation

- (a) The Client agrees not to directly or indirectly offer employment or hire or seek to entice away any hy-phen employees from their employment. In case of breach of this provision, the Client will be liable to damages of 25% of the annual gross remuneration of each employee involved in such a breach. The parties agree that this provision reflects a genuine pre-estimate of the loss that would be caused to hy-phen by such a breach.

10. General

- (a) Neither party shall, without the prior written consent of the other, assign sub-contract or transfer its rights and obligations under these terms and conditions save that hy-phen shall be entitled to assign its rights and obligations under these terms and conditions to any of its subsidiary companies within the Spring Group, or to any purchaser of the whole or a substantial part of its business.
- (b) If any provision of these terms is held not to be valid but would be valid if part of the wording were deleted or amended, then such provision shall apply with such deletions/amendments as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.
- (c) Should either party fail or delay to exercise any right or remedy, or part of a right or remedy under these Terms, it will not waive that right or remedy or the further exercise of that right or remedy, or the exercise of any other right or remedy, against the other party.
- (d) Both parties agree that these terms shall not be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999, and these terms can be rescinded or varied by agreement between the parties without the consent of any such third party. For the purposes of this clause a third party means any person who is not party to this contract.
- (e) These terms and conditions are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the English Courts (other than for enforcement where their jurisdiction shall be non-exclusive).