

ILX Group plc Booking Terms & Conditions (v3.1 Feb 2011)

Confirmed Bookings

When you make a confirmed booking, the ILX Group (ILX) will check the course status and acknowledge acceptance by email. On acceptance via email by ILX, the booking will be treated as an order and we will issue paperwork appropriate to the chosen payment option.

Provisional Bookings

When you make a provisional booking, ILX will check the course status and acknowledge availability by telephone or email.

To retain your place on the course, you should provide written confirmation of the booking. This can be performed on-line (if booked via the website) or by email, fax, or letter. On subsequent acceptance via email by ILX, the booking will be treated as an order and we will issue paperwork appropriate to the chosen payment option.

Joining Instructions

Joining instructions will be sent to you approximately 3 weeks prior to the course.

Payment Terms

An invoice will be issued on confirmation of the course. Payment is due on receipt, and should be received by the ILX Group at least 14 days prior to the course commencement date. Payment is due immediately should the booking be made within 14 days of the course commencement date. If for whatever reason payment is not received, attendance of the course will not be permitted.

Where appropriate, please make cheques payable to **ILX GROUP PLC**.

Fees and expenses for Client specific closed courses and assignments are normally invoiced monthly and are payable within thirty days of the invoice date.

All course fees shown in this schedule are exclusive of Value Added Tax (VAT) which should be added to the amount shown at the ruling rate at the time of booking the course. Our VAT registration number is GB 718 8254 12. If the customer fails to make any payment when due ILX reserves the right to levy a late payment charge, calculated at the rate of 2% per month, accruing daily from the date the invoice becomes due for payment.

Other Charges

Subsistence and any other expenses necessarily incurred while engaged on a client's business, whether at the client's premises or elsewhere are charged in addition. Travel is charged at 40p per mile, or standard-class air or rail fares as appropriate. Where a single flight is expected to last longer than six hours Business/Club class may be used.

Tutor accommodation while engaged on client's business whether or not the course is held residentially, is for the client to settle the account direct with the hotel.

Where necessary, a courier will be used to despatch course material/pre-course work to the venue. This will be charged back at cost.

If during the course of our work, a need for ancillary services not specified in this proposal is identified, agreement to their use will be obtained before any expenditure is incurred.

Cancellations and Transfers

While cancellations and transfers are not unusual, once a package has been purchased the customer must attend the workshop element, if applicable, within one calendar year of the original date of purchase. Transfers beyond this point can be arranged but will be chargeable.

Cancellations and transfers will only be accepted if made in writing and received at least four weeks before the start of the course / exam event. Within this period where the notice given is over two weeks, cancellations or transfers will incur a charge equivalent to 50% of the course fee. Where cancellations or transfers are made two weeks or less prior to the start of the course / exam event, a charge equivalent to 100% of the course fee will be payable.

Course Changes

ILX reserves the right to improve the specification and format of its courses for the benefit of its customers without notice to the customer.

The location and date of the course will be as advised to the customer at the time of booking. ILX reserves the right to change the location of the course and will advise the customer as soon as this change is known.

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ILX reserves the right to cancel or reschedule any course and will advise the customer as soon as this change is known. ILX will use all reasonable endeavours to avoid changes of this nature. When this is unavoidable ILX will refund, in full, all monies paid by the customer, or at the customer's option apply all monies to a rescheduled or alternative course.

Warranty and Liability

While ILX will help to identify the appropriate course, the customer accepts that it is their responsibility to verify that the courses are suitable for the requirements of the delegate attending a particular course and that the delegate has the necessary level of competence to be able to achieve the objectives of the course.

ILX's liability for loss and damage shall be limited to a claim for damages. The maximum aggregate liability will be the charges for the course out of which the loss or damage has arisen. ILX will not be liable for indirect, special or consequential loss (including loss of anticipated profit or data), howsoever arising, even if it has been advised of such potential loss.

ILX will be responsible for death and injury resulting from ILX's negligence when carrying out courses.

Copyright

The copyright and all other intellectual property rights in all course materials shall remain the sole and exclusive property of ILX or, in the case of a course developed by a Partner of ILX, the Partner's organisation. You undertake that you will not copy or permit the photocopying of course materials, nor disclose or permit the disclosure or sell or hire the same to third parties, nor use the same for running your own courses.

Representations

No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of ILX shall be construed to enlarge, vary or override in any way any of these Conditions of the Contract.

Non-Solicitation

During the term of any contract, and for a period of 12 months thereafter, the Client will not directly nor indirectly employ or solicit for employment any members of ILX's then current personnel.

In respect of any breach of this Clause, ILX, in addition to any other remedies available in this Agreement or at law, shall be entitled to recover from the Client liquidated damages of 35% of the gross annual salary of the member of ILX employed or solicited for employment.

Force Majeure

ILX shall be entitled to delay, cancel delivery or to reduce the amount delivered if it is prevented from, hindered in or delayed in the provision of Services through any circumstances beyond its reasonable control including, but not limited to, strikes, lock-outs, accidents, war, governmental actions, national emergency, acts of terrorism, protests, riot, civil commotion, explosion, flood, epidemic, fire, reduction in or unavailability of power at manufacturing point, break-down of plant or machinery, or shortage or unavailability of raw materials from normal sources of supply.

Non-UK Organisations

If you would prefer to pay in currencies other than sterling then please contact our Sales Team on **+44 (0)1270 611600** for a specific quotation.