

**TERMS AND CONDITIONS  
FOR SEMINARS WORKSHOPS EVENTS AND PRESENTATIONS  
PROVIDED BY PHILMJONES LIMITED**

**RECITAL/BACKGROUND**

- (1) **PHILMJONES LIMITED** ('the Company') has agreed to provide to its Customer ('the Customer') the event or events specified in the individual Schedule to which these Terms and Conditions are annexed ('the Schedule') hereto at the time and place set forth in the Schedule or at other venue as shall be notified to the Customer by the Company ("the Event") upon the following terms and conditions.

**PAYMENT TERMS**

1. The Company will provide to the Customer the Event in consideration for the payment sum specified in the Schedule hereto ("the Fee").
2. The Fee shall be paid by the Customer within 7 days of receipt of the Company's invoice which the Company shall send to the Customer as soon as practicable after the Customer confirms booking a place at the Event.
3. The Fee shall be exclusive of value added tax which shall be payable on the Fee at the rate from time to time required by law.

**CANCELLATION TERMS**

4. In the event that the Customer cancels attendance at the Event for whatever reason then it is agreed that the following terms shall apply and cancellation charges be imposed on the Customer by the Company:-

4.1 If the Company receives notice of cancellation by the Customer more than 4 clear weeks before the Event then it is agreed that the Company shall be entitled to refund of the Fee.

4.2 If less than 4 clear weeks' notice of cancellation is received by the Company before the Event then the whole Fee shall be payable to the Company by the Customer.

#### **RIGHT OF THE COMPANY TO CANCEL THE EVENT AND/OR ARRANGE ALTERNATIVE EVENT OR VENUE**

5. The Company shall have the right under this Agreement in the event that any speaker or trainer is incapacitated or any venue becomes unavailable to the Company for reasons beyond the Company's control, the Company shall have the right to cancel the date of the Event and reschedule the Event at an alternative venue upon reasonable prior notice to the Customer and taking into account to a reasonable extent the convenience and availability of the Customer or the Customer's delegates to the Event.

#### **DISCLAIMER**

6. The intent of the Event is to educate the Customer or delegates. It is for the Customer to ensure that it or its delegate or delegates receive the full educational benefit of the Event.

7. The information in materials provided and instruction given in connection with and at the Event, is for educational purposes only. No guarantee is given of any resulting increase in the Customers skills or those of its delegate or delegates.

Results can only be achieved by applying the educational material and developing skills. Any particular instances cited at the Event or in the said materials provided for the Event are by way of example/illustration and for educational purposes only.

- 8 By signing these terms and conditions and in particular this disclaimer before attending the Event, the Customer releases the Company and its trainers/presenters from any liability resulting from the Customers actions based on the Event or upon the Company's materials provided. Any such materials or guidance by or on behalf of the Company are not to be construed as prediction or advice for the Customers actions but are strictly educational.

#### **INTELLECTUAL PROPERTY CONFIDENTIALITY AND CONSENT**

9. All the Company's materials, workbooks and notes etcetera provided for the Event are the copyright of the Company.
10. The Customer is not permitted, whether for himself or others and whether via his servants agents or otherwise, to make available or to divulge to any unauthorised person in any way any of the contents of the said materials, workbooks etcetera mentioned at paragraph 9 above.
11. No photocopying, audio, video or photographic recordings of the Event or of any of the said copyright materials are allowed without the prior consent knowledge and arrangement of the Company.
12. By signing these terms and conditions the Customer has consented to his presence or the presence of his delegate or delegates in any audio, video or photographic recordings of the Event arranged by the Company, and the

Customer has similarly waived any right claim or interest in the reproduction distribution and exposure of any or all of the aforementioned recordings which are owned and possessed exclusively by the Company.

Signed for and on behalf of

**PHILMJONES LIMITED:** .....

Signed for and on behalf of

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## **SCHEDULE**