

## PARALLEL PROJECT MANAGEMENT LIMITED

**A company registered in England under 7036508 and as further represented by the trading name of Parallel Project Training of Wey Court West, Union Road, Farnham, Surrey, GU9 7PT**

### TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS, SERVICES AND LICENSED MATERIAL

Revised March 2012

#### Summary

These Terms and Conditions are the ones that we will refer to in the unlikely event of a dispute with our customers that we cannot resolve between us. At Parallel though we do believe that it would be really unsatisfactory to have to do that. We want to provide the highest levels of service to our customers who we value highly. We have lifted some of the key points out of the more formal T's and C's below so you can see what we provide and under what terms, think of this first section as the BIG PRINT and the later numbered sections as the small print.

#### Right of Cancellation

- We want you to be happy with what you have bought so if you are not, tell us and we will do our best to sort it out.
- We also want to conform in full with the requirements of the Distance Selling Regulations and the following points apply where personal (non business) payment is made via our web site
  1. In all cases the contract between us commences on the date and time you make payment on the automated checkout or when full payment is credited to our bank account.
  2. If you want to cancel your agreement and receive a full refund you may do so at any time during the seven days following the date of your contract (or in the case of Goods or Licensed Material the receipt of those Goods or that Licensed Material, whichever is the later) and you will owe nothing more provided that
    - a) you return all goods to us in a resalable condition at your cost
    - b) the provision of any services has not commenced (including us making any arrangements and making payments on your behalf for example exam applications)
    - c) you notify us in writing at Parallel Project Management Limited, Davidson House, Reading, Berkshire, RG1 3EU or by email at [withyoualltheway@paralleprojecttraining.com](mailto:withyoualltheway@paralleprojecttraining.com).

#### Supply of Goods

- If you are not happy with the Goods we have provided to you we will refund all charges provided you let us know promptly and return the Goods to us in a saleable condition in the original packaging.
- If your goods are damaged during transit we will replace them free of charge as soon as possible after you tell us by phone or email. We will replace the goods and refund any postage, but you will need to return the original back to us.
- We aim to deliver everything within 3 working days of receiving your cleared funds.

## **Supply of Services**

- We have a sliding scale of cancellation charges which can be viewed further down this document. Basically though if you cancel giving 20 working days or more notice we will refund your entire payment provided we have not incurred any costs on your behalf or delivery of the services has not commenced.
- There are other costs incurred in changing or postponing your booking, please read section 6.3 below carefully before booking.
- If you have taken advantage of an early bird discount then after a period of seven days from you making your booking there will be no right to a refund, therefore please make sure you have made the right choice before booking.
- Once we have booked an exam for you then these commitments are out of our control and non refundable but we will help you to try and recover any related monies from the APM or elsewhere.
- We expect you to pay in full before you attend any booked event. If you don't then we do reserve the right to refuse you entry to the event and seek to recover our costs.
- If you are not happy tell us promptly and we will endeavour to sort it out.
- If you don't respond with information required (especially examination application forms) to complete the booking process then we cannot be held responsible for any losses or penalties you may incur.

## **Supply of Licensed Material**

- Just because some of our material is free it is still covered by these T's and C's.
- If you buy our online material it is for your use only and is limited by time.
- We endeavour to make the material available as soon as possible after receipt of your cleared funds.
- You will need to register with an account to use the material and your data is collected under the terms of our Privacy Policy posted on the home page of the web site which in turn is covered by the web site terms and conditions.

## **Guarantees**

- Where we offer any form of guarantee we will do our best to honour it in the spirit in which it was intended.
- Our price match promise will be honoured where a customer can find a bona fide similar event run to a similar level of quality in the same geographical location on the same dates as the one we advertise. Our limit of liability is to refund the difference between the cheaper event and ours and we will require evidence of the cheaper event.
- Delegates purchasing our exam pass guarantee will be able to re-sit a similar course starting no later than one year following the start date of the event to which it applies completely free of charge. This is irrespective of the price paid but the exam pass guarantee must have been purchased at the time of booking.

## **Other**

- All material is ours and is copyright. You may not copy it in part or whole, use it for any purposes other than those for which it was provided and return it to us if there is a dispute we cannot resolve.
- We try and keep pricing as transparent and accurate as possible so you are clear about what things will cost.
- We exclude any liability for any losses consequential or otherwise arising as a result of the use of any of our products or services and our liability is limited to the price you have paid

(except for negligence resulting in death or personal injury).

- If you have any problem with your relationship with us or things we may have done or not done or you simply want a chat to clarify anything you can contact us on 0845 519 2305 by email at [withyoualltheway@paralleprojecttraining.com](mailto:withyoualltheway@paralleprojecttraining.com) . We aim to reply as soon as we can.

## 1. Application of Conditions

- 1.1 Parallel Project Management Limited (the Supplier) supply goods (for example books), services (for example workshop facilitation) and licensed material (for example e-learning).
- 1.2 The Supplier shall supply and the Customer shall purchase the Goods in accordance with the Proposal, Customers order (by telephone, online, in writing, in person), event outline, product specification or other information on the companies Web Site or elsewhere which are subject to these Conditions.
- 1.3 The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer, save for agreements made via the Suppliers web site where the relevant on-line terms and conditions will also apply and contained within the provisions of 14.7 below.

## 2. Definitions and Interpretation

### 2.1 In these Conditions:-

**"Business Day"** means any day other than a Saturday, Sunday or bank holiday;

**"the Customer"** means the person or company who accepts a quotation or offer of the Supplier for the sale of the Goods, Services or Material, or whose order for the Goods, Services or Material is accepted by the Supplier;

**"Commencement Date"** means the commencement date for this agreement as set out in the quotation or proposal or other agreed date where evidenced in writing;

**"the Contract"** means the contract for the purchase and sale of the Goods, Services and License Material according to the order details under these conditions;

**"these Conditions"** means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Supplier;

**"the Delivery Date"** means the date on which the Goods are to be delivered usually three working days from receipt of the order;

**"Delegate"** A person nominated by the Customer where a business has made such a booking and the Customer where the Customer has done so on their own behalf;

**"the Goods"** means the goods (including any instalment of the goods or any parts for them) which Parallel Project management is to supply in accordance with these Conditions;

**"the Services"** means the services which the Supplier is to supply in accordance with these Conditions;

<b>“the Material”</b>	means all copyright material used in the delivery of Services which the Supplier is to supply in accordance with these conditions and includes, but is not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout and underlying code;
<b>“the Licensed Material”</b>	means the material that is available to download from any Web Site or third party delivery site that is the property of the Supplier and has been provided to the Customer on a per use or access basis and includes but is not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout and underlying code;
<b>“month”</b>	means a calendar month;
<b>“the Supplier”</b>	means Parallel Project Management Limited, a company registered in England under 7036508 and as further represented by the trading name of Parallel Project Training.
<b>“Writing”</b>	includes any communications effected by telex, facsimile transmission, electronic mail (to the Contact Email or any comparable means.
<b>“Web Site”</b>	Any Web Site owned and operated by the Supplier.
<b>“Contact Email”</b>	<a href="mailto:withyoualltheway@parallelprojecttraining.com">withyoualltheway@parallelprojecttraining.com</a> or <a href="mailto:orders@parallelprojecttraining.com">orders@parallelprojecttraining.com</a>
<b>“Account”</b>	means collectively the personal information and credentials used by Users to access Paid Content and / or any communications System on the Web Site;
<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
<b>“Free Content”</b>	means any Content that is accessible without the payment of a Fee;
<b>“Learning Establishment”</b>	means any provider of education to persons of any age including, but not limited to, schools, colleges, universities and professional / adult education providers;
<b>“Paid Content”</b>	means Content accessible only upon the creation of an Account and the payment of a Fee;
<b>“Service”</b>	means collectively any online facilities, tools, services or information that Parallel Project Management Limited makes available through the Web Site either now or in the future;
<b>“Fee”</b>	means the sum of money paid by Users to enable them to access Paid Content;

<b>“Subscription Period”</b>	means the period for which the Paid Content is available.
<b>“System”</b>	means any online communications infrastructure that the Supplier makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
<b>“User” / “Users”</b>	means any third party that accesses the Web Site and is not employed by the Supplier and acting in the course of their employment; and

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 3. **Availability of the Web Site**

3.1 The Service is provided “as is” and on an “as available” basis. The Supplier gives no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by law the Supplier provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

3.2 The Supplier accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

### 4. **Basis of Sale**

4.1 The Supplier's employees or agents are not authorised to make any representations concerning the Goods, Services or Licensed Material unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

4.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.

4.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods, Services or Licensed Material are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Customer may not be withdrawn cancelled or altered prior to acceptance by the Supplier and no contract for the sale of the Goods, Services or Licensed Material shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the Goods, Services or Licensed Material or has accepted an order placed by the Customer by whichever is the earlier of:-

the Supplier's written acceptance; or

delivery of the Goods, Services or Licensed Material; or

the Supplier's invoice.

4.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

## **5. Goods**

### **5.1 Generally**

- 5.1.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.
- 5.1.2 The specification for the Goods shall be those set out in the Supplier's sales documentation including the Web Site unless varied expressly in the Customer's order (if accepted by the Supplier). The Goods will only be supplied in the minimum units (or multiples) stated in the Suppliers material including the Web Site.
- 5.1.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists, the Web Site or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.
- 5.1.4 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.

### **5.2 Cancellations, Returns, Defects and Refunds**

- 5.2.1 The Supplier aims to always provide high quality Goods that are fault free and undamaged. On occasion however, goods may need to be returned. Returns and refunds are governed by these Conditions.
- 5.2.2 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to abnormal conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration of the Goods without the Supplier's approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.
- 5.2.3 Where goods are ordered remotely then the Customers rights to return goods are protected under the European Union Distance Selling Directive which can be found at [www.hmso.gov.uk/si/si2000/20002334.htm](http://www.hmso.gov.uk/si/si2000/20002334.htm).
- 5.2.4 Any order for Goods may be cancelled by the customer prior to the despatch date subject to the Customer providing written notice to the Contact Email and such a request is acknowledged by the Supplier in writing.
- 5.2.5 In all circumstances the Supplier will seek to arrive at a mutually acceptable solution to any situation where the Customer is not satisfied with the Goods provided, such action being limited to a full refund of the price paid (not including delivery charges) and subject to the following;
  - a) any Goods (other than defective Goods under Conditions 5.2.7 or 5.2.8) returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier;
  - b) Any items for return shall be returned using recorded delivery and all return delivery charges shall be the responsibility of the Customer;
- 5.2.6 No refunds will be paid until the returned goods are received and verified to be undamaged and in a suitable state to be re-stocked for reselling. The Supplier reserves the right to retain a refund in the event that this condition 5.10 is not satisfied.

- 5.2.7 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery "condition and contents unknown" the Customer gives written notice of such defect to the Supplier within three business days of such delivery, the Supplier shall at its option:-
- a) replace the defective Goods as soon as is practically possible following receipt of the Customer's notice;
  - b) refund to the Customer the price for the goods which are defective as soon as is practically possible;
- but the Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice given by the Customer as aforesaid.
- 5.2.8 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier's sole discretion the Supplier shall refund or credit to the Customer the price of such defective Goods but the Supplier shall have no further liability to the Customer.
- 5.2.9 Subject as expressly provided in these Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 5.2.10 The Customer shall be responsible to ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

## **6. Provision of Services**

### **6.1 Generally**

- 6.1.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.
- 6.1.2 The specification for the Services shall be those set out in the Supplier's sales documentation including the Web Site unless varied expressly in the Customer's order (if accepted by the Supplier).
- 6.1.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists, the Web Site or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.
- 6.1.4 The Supplier reserves the right to make any changes in the specification of the Services which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.
- 6.1.5 Provision of Services shall commence only when full payment has been received or as otherwise detailed in any proposals or specific agreements pertaining directly to those Services.

- 6.1.6 The Supplier shall use its reasonable endeavours to provide the Services with reasonable skill and care.
- 6.1.7 The Supplier reserves the right to exercise discretion with respect to any alterations to Services under the provisions of this Clause. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:
- a) Any use or enjoyment that you may have already derived from the Services;
  - b) Any characteristic of the Services which may mean that cessation of provision is impossible without significant further work on the part and at the expense of the Supplier.

Such discretion to be exercised only within the confines of the law.

## **6.2 Pricing and Availability**

- 6.2.1 Whilst every effort has been made to ensure that all descriptions of Services available from the Supplier correspond to the actual Services, The Supplier is not responsible for any variations from these descriptions. This does not exclude the Suppliers liability for mistakes due to negligence on the Suppliers part and refers only to variations of the correct Services, not different Services altogether.
- 6.2.2 The Customer is required to select the required specific Services. The Supplier will provide reasonable support and advice to assist in the selection of Services but the Customer is responsible for satisfying themselves that the Services ordered are those that they require.
- 6.2.3 The Supplier does not represent or warrant that such Services will be available.
- 6.2.4 All pricing information on the Web Site is correct at the time of being posted but the Supplier reserves the right to change prices and alter or remove any special offers from time to time and as necessary. All pricing information is reviewed and updated regularly.
- 6.2.5 In the event that prices are changed during the period between an order being placed for Services and the Supplier processing that order and taking payment, you will be contacted and provided with the choice of continuing at the new price or cancelling your order without penalty but all services already provided prior to the price change will be payable at the original price.
- 6.2.6 All prices on the Web Site do not include VAT unless otherwise expressly stated.
- 6.2.7 Where a training course is advertised as residential then the fees include overnight accommodation for the nights in between the days of the course, breakfast, lunch and dinner and incidental refreshments as may be furnished by the venue. No alcohol is included.
- 6.2.8 Where a Customer books on a course and is paying for it personally directly then payment is due immediately upon order and the Web Site and administration processes allow for such monies to be paid directly either by credit card, online or by cheque.
- 6.2.9 Where a Customer has been booked on a course by a company and the company is paying, then the Supplier will raise an invoice and all payments required to be made pursuant to these Terms and Conditions shall be made within 14 days of the date of the relevant invoice in cleared funds to such bank as the Supplier may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.

6.2.10 Non payment during this 14 day period will result in the place being withdrawn and the contract cancelled.

**6.3 Variations, Cancellations and Refunds**

6.3.1 Distance Selling Regulations apply where you have selected the service to be provided from the Web Site and made payment through the automated checkout.

6.3.2 If, due to circumstances beyond the Supplier’s control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Customer immediately.

6.3.3 In the event that Services are provided that are not in conformity with the specifications, sales literature, price lists and other documents issued by the Supplier in relation to the Services or other specific agreed order documentation and thus incorrect, the Customer must contact the Supplier within 10 days to inform them of the mistake. The Supplier will take reasonable steps to correct the mistake to ensure that any necessary corrections to the Services provided are made within 7 working days.

If the Supplier is unable to correct the mistake then the contract will be terminated and no further fees due.

6.3.4 The Supplier reserves the right to change any course presenters, dates, venue and content. In the event of a course being cancelled or postponed by The Supplier, the Supplier shall endeavour to keep such changes to a minimum and shall seek to offer the Customer arrangements as close to the original as is reasonably possible in the circumstances, but in the event no other option is acceptable then the Supplier will offer a full refund and no further liability will be accepted.

6.3.5 Where a Customer wishes to cancel attendance at a previously booked public event and does so in writing then the following scale of charges will apply

Cancellation of	Percentage of relevant fee refundable
Distance Selling Provisions An event booked and paid for on the web site up to a period of seven days following such payment provided that  a) the provision of any services has not commenced (including the Supplier making any arrangements and /or making payments on the Customers’ behalf for exam applications) b) the Customer notifies us in writing at Parallel Project Management Limited, Davidson House, Reading, Berkshire, RG1 3EU or by email at <a href="mailto:withyoualltheway@parallelprojecttraining.com">withyoualltheway@parallelprojecttraining.com</a> .	100%
A place on an event of 4 or more days duration with 20 working days or more notice	100%
A place on an event of 4 or more days duration with less than 20 but more than 10 working days notice	50%
A place on an event of 4 or more days duration with less than 10 working days notice	0%
A place on an event of 1-3 days duration with 15 working days or more notice	100%

A place on an event of 1-3 days duration with less than 20 but more than 10 working days notice	50%
An place on an event of 1-3 days duration with less than 10 working days notice	0%
A place on any event booked on an 'Early Bird' or other promotional price (following any Distance Selling Regulations provisions as above)	0%

In addition where any course packs or materials have already been provided then a standing charge of £100 will be payable and deducted from any refund.

- 6.3.6 Where a Customer wishes to substitute one Delegate with another then a £75 administration charge will be made and any exam fees already committed by the Supplier on behalf of the Customer will be forfeit and an exam re-application will be made and charged for.
- 6.3.7 All course transfers will incur a £75 non-negotiable administration fee, per delegate transferred and may be subject to a charge to transfer the exam application.
- 6.3.8 The Supplier will take all reasonable steps to transfer a booked delegate from one event to another following a written request to do so, but cannot guarantee that this will be possible.
- 6.3.9 All prices regarding the examinations (where applicable) are set by external bodies and outside the control of the Supplier and as such are subject to change without notice and the terms under which these events are provided are covered by the requisite accrediting bodies own terms and conditions.
- The Supplier will take any reasonable steps to recover or reschedule any exam fees but these are matters outside the control of the Supplier.
- 6.3.10 Where a cancellation is requested regarding the supply of Goods or Licensed material and is received by Parallel Project Management Limited in writing or by email then a full refund will be made provided all Goods or Licensed Material is returned in a resalable condition in its original packaging.

## 7. Licensed Material

### 7.1 Use of Free Content

- 7.1.1 You may print, reproduce, copy, distribute, store or in any other fashion re-use Free Content from the Web Site for personal or educational purposes only unless otherwise indicated on the Web Site or unless given express written permission to do so by the Supplier. Specifically you agree that:
- a) You will not use the Free Content of the Web Site for commercial purposes unless given express written permission to do so by the Supplier.
  - b) You will not systematically copy Free Content from the Web Site with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by the Supplier.
- 7.1.2 You may, as a student of a recognised non commercial Learning Establishment, use the Free Content of the Web Site for educational purposes provided an appropriate reference is given for all Content so applied using a suitable referencing system of your choice or as stipulated by your Learning Establishment.

- 7.1.3 Employees of non commercial Learning Establishments may use the Free Content of the Website for teaching purposes subject to the following conditions:
- a) no further consent is required for use in not-for-profit Learning Establishments. This may include, but is not limited to, schools that charge no fees for tuition; and
  - b) for use in profit-making Learning Establishments, prior written consent is required. This may include, but is not limited to, private schools charging fees, universities and adult education providers.

## 7.2 Use of Paid Content

- 7.2.1 Payment of a Fee grants you a sole exclusive personal licence to use the specific content to which you have subscribed for the duration of your subscription. You may use such Content for personal purposes only.
- 7.2.2 Commercial use of Paid Content is not permitted under these conditions.
- 7.2.3 Employees of non commercial Learning Establishments are not permitted to use Paid Content for teaching purposes under the terms of these conditions. Under such a licence, you agree that:
- a) you will not use the Paid Content of the Web Site for commercial purposes unless given express written permission to do so by the Supplier;
  - b) you will not systematically copy Paid Content from the Web Site with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by the Supplier

## 7.3 Links to Other Web Sites

- 7.3.1 This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of the Supplier or that of their affiliates. The Supplier assumes no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

## 7.4 Links to this Web Site

- 7.4.1 Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site [www.parallelprojecttraining.com](http://www.parallelprojecttraining.com) or [primeprojectmanager.com](http://primeprojectmanager.com) without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of the Supplier. To find out more please contact us by email at [withyoualltheway@parallelprojecttraining.com](mailto:withyoualltheway@parallelprojecttraining.com).

## 7.5 Use of Communications Facilities

- 7.5.1 When using the functionality of the web site and / or any other System on the Web Site you should do so in accordance with the following rules:
- a) you must not use obscene or vulgar language;
  - b) you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
  - c) you must not submit Content that is intended to promote or incite violence;
  - d) it is advised that posts on message boards, chat facilities or similar and

communications with the Supplier are made using the English language(s) as the Supplier may be unable to respond to enquiries submitted in any other languages;

- e) you must not post links to other web sites containing any of the above types of Content;
- f) the means by which you identify yourself must not violate these terms of use or any applicable laws;
- g) you must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;
- h) you must not impersonate other people, particularly employees and representatives of the Supplier or their affiliates; and
- i) you must not use the Suppliers System for unauthorised mass-communication such as “spam” or “junk mail”;

7.5.2 You acknowledge that the Supplier reserves the right to monitor any and all communications made to us or using their System.

## 7.6 Accounts

7.6.1 In order to access Paid Content on this Web Site and to use the forum and blog facilities you are required to create an Account which will contain certain personal details which may vary based upon the type of Account that you choose. By continuing to use this Web Site you represent and warrant that:

- a) all information you submit is accurate and truthful; and
- b) you will keep this information accurate and up-to-date.

Creation of an Account is further affirmation of your representation and warranty.

7.6.2 Sharing of accounts is not permitted unless expressly authorised in writing by the Supplier. You are required to keep your Account details confidential and must not reveal your Username and Password to anyone. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

7.6.3 When choosing your Username you are required to adhere to the terms set out above. Any failure to do so could result in the suspension and/or deletion of your Account.

## 7.7 Subscriptions

7.7.1 You are required to pay a Fee on the date that you activate your subscription. Your credit / debit card will be billed once on activation and will not be billed again unless you choose to renew your subscription.

7.7.2 Any information required for billing purposes is not retained on the Suppliers systems.

7.7.3 If you terminate your account you will continue to have access to the Paid Content for the remainder of the Subscription Period you are currently in up until the renewal date whereupon access will cease unless you choose to pay the Subscription Fee and renew your subscription.

7.7.4 If you have subscribed in error you must inform the Supplier within 24 hours of subscribing and must not use the Web Site or its Content during that time. If any use can be traced to your Account, no refund will be provided.

## 7.8 Termination of an account

7.8.1 Either the Supplier or you may terminate your account and (where relevant) your subscription. If the Supplier terminates your Account or subscription, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, the Supplier reserves the right to terminate without giving reasons.

7.8.2 If the Supplier terminates your account as a result of your breach of these Terms and Conditions you will not be entitled to any refund.

7.8.3 If the Supplier terminates your account or subscription for any other reason, you may be eligible for a refund that will be considered on a case by case basis.

7.8.4 If the Supplier terminates your account or subscription, you will cease to have access to Paid Content from the date of termination.

7.8.5 If you terminate your account or subscription, you will continue to have access to Paid Content for the remainder of your subscription period.

## 7.9 Privacy

7.9.1 Use of the Web Site is also governed by the Suppliers Privacy Policy which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.

## 7.10 Disclaimers

7.10.1 The Supplier makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, or that it will be secure.

7.10.2 Whilst every reasonable endeavour has been made to ensure that all information provided on this Web Site will be accurate and up to date, the Supplier makes no warranty or representation that this is the case. The Supplier makes no guarantee of any specific results from the use of the Suppliers services.

7.10.3 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

7.10.4 The information on this Web Site is not designed with commercial purposes in mind. The Supplier makes no representation or warranty that this Content is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.

7.10.5 Whilst every effort has been made to ensure that all descriptions of services available from the Supplier correspond to the actual services available, the Supplier is not responsible for any variations from these descriptions.

## 8. Price

8.1 The price of the Goods, Services or Licensed Material shall be the price listed in the Customers order (by telephone, online, in writing, in person), event outline, product specification or other information on the Web Site or elsewhere current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.

8.2 Where the Supplier has quoted a price for the Goods, Services or Licensed Material other

than in accordance with the Supplier's published price list the price quoted shall be valid for 30 days only or such lesser time as the Supplier may specify.

- 8.3 The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods, Services or Licensed Material to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods, Services or Licensed Material which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
- 8.4 Except as otherwise stated under the terms of any course outline, product specification or other information on the Web Site or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are inclusive of the Supplier's charges for packaging and transport as specified in the Customer's order (by telephone, online, in writing, in person), event outline, product specification or other information on the company's web sites or elsewhere.
- 8.5 The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Customer shall be additionally liable to pay to the Supplier.

## 9. **Payment**

- 9.1 Payment for a delegate place on a published public event is due in full at the Commencement Date and may be made by Credit Card, cleared funds or electronic payment means providing cleared funds at that time.
- 9.2 Failure by the Customer to provide cleared funds as described in 9.1 will have entry to the provisionally booked event barred.
- 9.3 All other payments required to be made pursuant to this Agreement by either party shall be made within 30 days of the date of the relevant invoice, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.
- 9.4 The time of payment shall be of the essence of these terms and conditions. If the Customer fails to make any payment on the due date in respect of the price or any other sum due under these terms and conditions then the Supplier shall, without prejudice to any right which the Supplier may have pursuant to any statutory provision in force from time to time, have the right to charge the Customer interest on a daily basis at an annual rate equal to the aggregate of 10 per cent and the base rate of Nat West Bank Plc from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.
- 9.5 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier

## 10. **Termination**

- 10.1 The Supplier may terminate the agreement immediately if:
- a) the Customer is in breach of any of his obligations hereunder;
  - b) the Customer has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with his creditors generally or has an administrator, administrative receiver or

receiver appointed over all or a substantial part of his undertakings or assets;

- c) the Customer has become bankrupt or shall be deemed unable to pay his debts by virtue of Section 123 of the Insolvency Act 1986;
- d) the Customer ceases or threatens to cease to carry on business; or
- e) any circumstances whatsoever beyond the reasonable control of the Supplier (including but not limited to the termination of the service through no fault of the Supplier) arise that necessitate for whatever reason the termination of the provision of services.

10.2 In the event of termination under sub-Clause 7.1 the Supplier shall retain any sums already paid to it by the Customer without prejudice to any other rights the Supplier may have whether at law or otherwise.

## 11. **Sub-Contracting**

11.1 Either Party may sub-contract the performance of any of its obligations under these Terms and Conditions without the prior written consent of the other Party. Where either Party sub-contracts the performance of any of its obligations under these Terms and Conditions to any person with the prior consent of the other Party, that Party shall not be responsible for every act or omission of the sub-contractor as if it were an act or omission of the Party itself.

## 12. **Liability and Indemnity**

12.1 Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) in connection with the performance of its obligations under these Terms and Conditions or with the use by the Customer of the Services supplied.

12.2 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from loss or damage to any equipment (including that of third parties) caused by the Client, or his agents or employees.

12.3 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

12.4 The Supplier's total liability to the Client, other than for death or personal injury caused by its negligence or for fraud, for any losses costs expenses or damages under these Terms shall be limited to the total Fees paid or payable by the Customer to the Supplier in relation to the specific service to which the claim relates.

## 13. **Non Solicitation**

13.1 Until the expiry of six months after completion of a service, neither Party will solicit the employment or services of any personnel of the other Party who has been engaged in connection with services. Liquidated damages for breach of this provision payable by the party in breach of this Clause shall be equal to fifty percent (50%) of the annual gross salary or annual service fees of that person in their employment with the original party.

#### **14. Intellectual Property**

- 14.1 All Material, Licensed Material, Content and Paid Content is the property of the Supplier, or their affiliates except for such Content that may have been uploaded to the web site by a third party. By continuing to use the Material, Content and Paid Content you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 14.2 All Material, Licensed Material, Content and Paid Content from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 or those detailed in Clauses 3 and 4 of these Terms and Conditions apply.
- 14.3 The Material, Licensed Material, Content and Paid Content provided individually to each delegate may be permanently retained for the exclusive use of the individual delegate.
- 14.4 All Material, Licensed Material, Content and Paid Content is provided subject to the condition that it shall not be by way of trade or otherwise be duplicated, licensed, used, lent, resold, hired out, or otherwise circulated without the prior written permission of the Supplier save for such uses as are allowed under applicable law is prohibited unless otherwise indicated on the Web Site or unless given express written permission to do so by the Supplier.

#### **15. Third Party Intellectual Property**

- 15.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.
- 15.2 The Customer may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Web Site or unless given express written permission to do so by the relevant manufacturer or supplier.
- 15.3 **Assignment**
- 15.4 The Supplier may assign the Contract or any part of it to any person, firm or company.
- 15.5 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

#### **16. Pledges**

- 16.1 The Supplier may at its discretion make certain Pledges relating to certain aspects of its services. The following conditions apply to the guarantees supplied
  - a) Where we offer any form of guarantee we will do our best to honour it in the spirit in which it was intended.
  - b) All guarantees are offered to public delegates not booking through a company. We may agree to extend the guarantee to companies in writing at the time of booking.
  - c) We may at times choose to market our courses through brokers and in this event our guarantees do not apply.
  - d) Our intention is to never exceed ten delegates on our public courses except in exceptional circumstances.
  - e) All APMP and ICPM courses will be run by Parallel Project Training and we will not re-

book you with any other organisation except where this is unavoidable.

- f) Your course will run on the date and at the location you have booked except for circumstances beyond our control.
- g) Your tutor will be an experienced APMP and (or) ICPM tutor with at least 8 years experience of training APMP and (or) ICPM wherever possible.
  
- h) Our price match promise will be honoured where a customer can find a bona fide similar event run to a similar level of quality in the same geographical location on the same dates as the one we advertise. Our limit of liability is to refund the difference between the cheaper event and ours and we will require evidence of the cheaper event.

## **16.2 Delivery and Performance**

- 16.2.1 The Supplier undertakes to deliver the Goods and Licensed Material as soon as is practicable and aims to despatch all orders within three working days.
- 16.2.2 Delivery of the Licensed Material shall be made by the Supplier by providing suitable access and log in instructions to the nominated Customer representative.
- 16.2.3 Whilst the Licensed Material has been thoroughly checked and trialled in a number of operating environments the Supplier does not guarantee that the Licensed Material will be accessible by the Customer and the Customer retains the liability for making any adjustments or amendments to their own operational environment if necessary to enable the licensed Material to function.
- 16.2.4 Delivery of the Goods shall be made by the Supplier delivering the Goods to the place in the United Kingdom specified in the Customers order (by telephone, online, in writing, in person), event, product specification or other information on the companies web sites or elsewhere.
- 16.2.5 Any Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods and may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.
- 16.2.6 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon given written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding other provisions of these Conditions risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.
- 16.2.7 In some circumstances where the Customer is required to deliver information or take action (for example completing examination applications) then the Customer will do so in a timely way and failure to do so may result in delays that will be considered as outside the control of the Supplier and any losses incurred by the Customer are the responsibility of the Customer.

## **16.3 Non-Delivery of Goods**

- 16.3.1 If the Supplier fails to deliver the Goods or Licensed Material and any of them on the

Delivery Date other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault:-

- a) if the Supplier delivers the Goods or Licensed Material and at any time thereafter the Supplier shall have no liability in respect of such late delivery;
- b) if the Customer gives written notice to the Supplier within 7 business days after the Delivery Date and the Supplier fails to deliver the Goods or Licensed Material within 7 Business Days after receiving such notice the Customer may cancel the order and the Supplier's liability shall be limited to refunding in full the cost of the undelivered Goods or Licensed Material.

#### **16.4 Risk and Retention of Title**

16.4.1 Risk of damage to or loss of the or Licensed Material shall pass to the Customer at:

- a) in the case of or Licensed Material to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods or Licensed Material are available for collection;
- b) in the case of Goods or Licensed Material to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods or Licensed Material, the time when the Supplier has tendered delivery of the Goods or Licensed Material; or
- c) in the case of Goods or Licensed Material being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.

16.4.2 Notwithstanding delivery and the passing of risk in the Goods or Licensed Material, or any other provision of these Conditions, legal and beneficial title of the Goods or Licensed Material shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods or Licensed Material.

16.4.3 Legal and beneficial title of the Goods or Licensed Material shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods or Licensed Material and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.

16.4.4 Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods or Licensed Material has passed to the Customer, the Customer shall be in possession of the Goods or Licensed Material as bailee for the Supplier and the Customer shall store the Goods or Licensed Material separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods or Licensed Material against all reasonable risks.

16.4.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

16.4.6 The Supplier reserves the right to repossess any Goods or Licensed Material in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods or Licensed Material in which the Supplier retains title and inspecting the Goods or Licensed Material to ensure compliance with the

storage and identification requirements of sub-clause 10.4.

- 16.4.7 The Customer's right to possession of the Goods or Licensed Material in which the Supplier maintains legal and beneficial title shall terminate if;
- a) The Customer commits or permits any material breach of his obligations under these Conditions;
  - b) The Customer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors;
  - c) The Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
  - d) The Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating chargeholder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

## 17. Customer's Default

- 17.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:-
- a) cancel the order or suspend any further deliveries of Goods, Services or Licensed Material to the Customer;
  - b) appropriate any payment made by the Customer to such of the Goods, Services or Licensed Material and (or the goods supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer).

This condition applies if:-

- a) the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or
- b) the Customer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
- c) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- d) the Customer ceases, or threatens to cease, to carry on business; or
- e) the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

If this Condition applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further

deliveries under the Contract without any liability to the Customer, and if the Goods, Services or Licensed Material have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **18. Liability**

- 18.1 Except in respect of death or personal injury caused by the Company's negligence, the Company will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of these Conditions, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods, Services or Licensed Material.
- 18.2 Except in respect of death or personal injury caused by the Company's negligence, the Suppliers limit of liability will never exceed the price paid for the Goods or Licensed Material.
- In the case of Services the limit of liability will be the price paid for the services provided up to the time when notice is served by the Customer as detailed in clause 6.3.3.
- 18.3 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agent or employees.
- 18.4 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
- 18.5 The Supplier shall not be liable to the Customer or be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

## **19. Communications**

- 19.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail to the Contact Email address or
- a) (in the case of communications to the Supplier) to its registered office or such changed address as shall be notified to the Customer by the Supplier;
  - b) (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Supplier by the Customer.
- 19.2 Communications shall be deemed to have been received:
- a) if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or
  - b) if delivered by hand, on the day of delivery; or
  - c) if sent by fax or electronic mail (to the Contact Email) on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.
- 19.3 Communications addressed to the Supplier shall be marked for the attention of a Director.

## **20. Force Majeure**

- 20.1 In the event that either party is prevented from fulfilling its obligations under this Agreement

by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

20.2 Sub-clause shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

20.3 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

20.4 If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

#### 21. **Waiver**

21.1 No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision

#### 22. **Severance**

22.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

#### 23. **Third Party Rights**

23.1 A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### 24. **Governing Law and Jurisdiction**

24.1 These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.