

Blueumbrella

TERMS AND CONDITIONS

General terms and conditions of trading

All bookings for Blueumbrella training are accepted subject to the following terms and conditions. Completion of the booking form, together with full payment of the relevant course fee(s), constitutes acceptance of these terms.

Definitions

"The Company", "Blueumbrella", "we" and "us" means Blueumbrella Limited. "The Client" means the company, participant or person named on the booking form for whom Blueumbrella Ltd has agreed to provide training in accordance with these conditions. "Course" and "training session" mean any training session, whether group or individual training, and whether public or bespoke.

Bookings

No booking will be deemed as accepted by the company unless and until confirmed in writing and unless and until payment has been received in full. A VAT invoice and joining instructions will be sent to acknowledge your booking. Please contact us if you have not received them within 7-10 days of making your booking. The fee for each training session includes all written materials and refreshments. Course outlines and prices are correct at time of going to print but may be subject to change. The company may at any time, without notifying the client, make changes to a training session, postpone, cancel or discontinue the training session booked. Under these circumstances the client will be booked on an appropriate alternative training session at no extra charge, or offered a refund. All prices quoted include VAT. We reserve the right to refuse or restrict anyone from attending our training sessions.

Cancellations

If you are unable to attend a training session (or send someone else in your place) please notify us as soon as possible. You should send any notice of cancellation in writing to: Blueumbrella Limited, 16 Quakers Lane, Potters Bar, Hertfordshire EN6 1RL. Depending upon the number of days post-booking at which you cancel, you can either choose a replacement booking, a credit note for the amount paid (minus postponement fee) or a refund (minus cancellation fee). The option to choose a replacement booking can only be used once.

Notice Provided Cancellation Fees Postponement Fees

Notice provided	Cancellation fees	Postponement fees
More than 21 days	0	0
14-21 days	50% of fees	0
7-14 days	100% of fees	25% of fees
Less than 7 days	100% of fees	50% of fees

Training session dates may vary subject to demand. All courses will be run subject to the number of Participants. Blueumbrella may cancel any course if fewer than 4 bookings are received, in which case we will notify you approximately 10 days prior to the course to offer an alternative, or if you prefer, refund your booking fee. In no circumstances will the company be liable for any amount in excess of the agreed fee for the seminar in question. In particular the company will not be responsible for contingent travel, accommodation or other expenses of seminar participants arising from cancellation.

Force majeure

The company shall not be liable to the client or be deemed in breach of contract by reason of any delay or failure to perform any of the company's obligations in relation to the training session if this was due to any cause beyond the company's reasonable control. We will use our best endeavours to provide the courses and trainers booked. However we reserve the right to change the content, timing, date and venue of a training session and we reserve the right to change the trainer. Cancellations or changes by us for whatever reason will not result in any obligation or liability to the client other than the prompt return of any fees paid for training or the issuance of a credit note in lieu or the rescheduling of the training session.

Warranty

The company will use all reasonable care and skill in providing the training under this agreement, including the use of suitably qualified and experienced trainers. However we make no warranty as to the results attained by attending our training sessions. Furthermore, any decisions participants make having received our training are their own and they remain wholly responsible for their actions. Except as expressly represented otherwise, and to the extent not prohibited by law, all training, including any documentation provided by or on behalf of the company to the participant is furnished on an 'as is' basis without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy.

The company cannot be held liable for any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from our training sessions. In no event whatever shall the company be liable for any incidental or consequential damages including but not limited to damage to property, injury or death, or any other loss that may result directly or indirectly from any use of the training provided by the company. The company also disclaims any liability for participants who incorrectly select the wrong course in error.

Copyright

All rights reserved. No part of the training material or website 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 the copyright owner. Any audio or video recording or photography of our courses is prohibited unless permission has been agreed in writing in advance. We reserve the right to eject offenders and to confiscate recording or photographic material without liability of any kind whatsoever to the company, its employees or agents, and without refund of fees paid.

Ownership and quality of information

Legal and beneficial title to all the intellectual property rights existing in any documentation, data, know-how, methods and concepts used or developed by us in providing training seminars shall belong to and will remain vested in us. All conditions or warranties (whether express or implied by statute or common law arising from conduct or a previous course of dealing or trade custom or usage or otherwise) as to the quality of the training materials we supply or their fitness for a particular purpose (even if that purpose is made known expressly or by implication to us) are expressly excluded.

Liability

Except in respect of death or personal injury caused by the company's negligence, or as expressly provided in these conditions, the company shall not be liable to the client by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by negligence of the company, its servants or agents or otherwise) which arise out of or in connection with the provision of the training session and the entire liability of the company under or in connection with the contract shall not exceed the amount of the company's fees for the provision of the training session except as expressly provided in these conditions. To the extent not prohibited by law, the company will not be liable for any consequential, incidental, special or other indirect damages, arising from these terms. In the event that the company fails to provide training in accordance with these terms, our entire liability and the client's exclusive remedy shall be for the company to refund all fees received from the client. In no event shall the aggregate liability for damages against the company, its employees or agents, arising from these terms whether by contract or tort exceed the amount the client has actually paid. To the extent not prohibited by law, the limitations in this section shall apply to personal injury and death. Under no circumstances are we, or our agents, liable for claims for loss or damages to your records or data, special incidental or indirect damages or for any economic consequential damages (including loss of profits or savings) even if we are informed of the possibility.

Indemnification

The client agrees to indemnify and hold the company harmless against any and all claims resulting from the fault or negligence of the client or its participants in connection with these terms.