



Standard Trading Terms and Conditions

General Terms and Conditions of Trading

Personal-Safety-Training.com is a trading division of Earl Walker Ltd., and all and any business carried out, whether gratuitously or not, by Personal-Safety-Training.com is deemed to have been carried out by Earl Walker Ltd.

All bookings for Personal-Safety-Training.com seminars are accepted subject to the following terms and conditions. The booking must be confirmed in writing; no booking shall be deemed to be accepted unless confirmed in writing and acknowledged by Personal-Safety-Training.com (either manually or electronically). Confirmation of booking constitutes acceptance of the terms and conditions contained herein.

These Standard Trading Terms and Conditions are the copyright © of Earl Walker Ltd (1996), and not may not be copied under any circumstances, wholly or in part, for distribution to other parties.

Definitions

"The Company" means Personal-Safety-Training.com.

"The Client" means the company, delegate, or person named on the booking form for whom "The Company" has agreed to provide training in accordance with these conditions.

Bookings

All prices quoted exclude VAT. Prices are correct at time of being published, but are subject to change, without notice. No booking will be deemed as accepted by the company unless and until confirmed in writing. A VAT invoice will be rendered after the training session has taken place, and the company credit terms are strictly 30 days net. The company reserves the right to render charges of 5% above Bank Rate, per month, for all or any invoices which are unpaid or paid outside of the above credit terms. The fee for each seminar includes written materials. The company may, without notifying the client, make changes to the seminar, postpone, cancel or discontinue the seminar booked. Under these circumstances, the client will be booked on an appropriate alternative seminar at no extra charge. The company reserves the right to refuse or restrict anyone from attending the company's seminars. Course outlines are correct at time of publishing.

Cancellations

If the client is unable to attend the training course, it is a requirement for the client to advise the name of the attendee who will not be available, and / or the name of the person to attend in the place of the intended person. The company do not provide refunds for course cancellations.

Seminar dates may vary subject to demand. All seminars will run subject to the number of delegates. A seminar may be cancelled if too few bookings are received,



Standard Trading Terms and Conditions

in which case the company will notify the client approximately 10 days before the seminar to offer an alternative date, or if the client prefers, refund the 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 delegates arising from cancellation, or any liquidated damages, howsoever caused.

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 seminar if the company was due to any cause beyond the company's reasonable control. The company will use the company's best endeavours to provide the seminar and trainers booked. However the company reserves the right to change the content and timing of the seminar, presenter, date or venue.

Cancellations or changes by the company, for whatever reason, will not result in any obligation or liability to the client other than the prompt return of any fees paid or the issuance of a credit note in lieu.

Warranty

The company will use all reasonable care and skill in providing the training order under the agreement, including the use of suitably experienced trainers. However the company make no warranty as to the results attained by attending the company's seminars. Furthermore, any decisions delegates make having received the company's 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 delegate 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 an 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 the seminar. 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 of the use of the training provided by the seminar. The company also disclaims any liability for delegates who incorrectly select the wrong seminar in error.

What happens if things go wrong?

Whilst the company tries hard to provide a high standard of service, the company will not be liable if things go wrong. In particular, the company will not be liable for any disruption to the company website, for the loss or corruption of material when anything is downloaded from the company website on to any computer systems or



Standard Trading Terms and Conditions

for any issues that may arise due to you use of any materials that are provided or not provided by the company.

Copyright

All rights reserved. No part of the training material, nor the company's website material or content, may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without the prior express permission in writing of the copyright owner.

Any audio or video recording or photography of the company's seminars is prohibited unless permission has been received in writing in advance. The company reserves 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 any fees paid or due.

Downloading and Copying

The material and content on the website; www.personal-safety-training.com, are the copyright of Personal-Safety-Training.com and Earl Walker Ltd.

The company is satisfied that the client may display material and content from the company website on a computer screen, download and print a hard copy of the materials to assist the client (and any person / company the client may show them to) to be in a position to decide whether to attend the company's training seminars. However the client must not remove or modify any of the content or copyright or trademark notices on the company material. Other than this, the client agrees not to use or commercially exploit any material on the company website without the company's permission.

Ownership and quality of information

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



Standard Trading Terms and Conditions

loss of profit or any indirect, special or consequential loss, damage or 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 seminar and the entire liability of the contract shall not exceed the amount of the company's fees for the provision of the seminar 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, the company's entire liability and the client's exclusive remedy shall be for 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. In the case of Self Defence techniques, the company expressly makes no warranty or guarantee to the effectiveness of the techniques, and further specifies that should the techniques be used outside of a self defence context, no claim will be entertained for personal injury, to the client or to any other party who may be injured due to the inappropriate use of such techniques.

Under no circumstances are the company, or the company's agents, liable for claims for loss or damages to the client's records or data, special incidental or indirect damages for any economic consequential damages (including loss of profits or savings) even if the company is informed of the possibility.

Exclusion of liability

The company will use all reasonable endeavours to ensure that the data on the company website is accurate and to correct any errors or omissions as soon as practicable after being notified of them. To the extent permitted by applicable law, the company will disclaim all warranties and representations (whether express or implied) as to the accuracy of any information contained on the company website. The company does not guarantee that the website will be fault free and do not accept any liability for any errors or omissions.

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 delegates in connection with these terms. The client, on acceptance of the booking, shall be prepared to accept the possibility of injury, and the client confirms that all attendees are mentally and physically fit enough to undertake the training specified. Any medical or other conditions which may limit an attendee's ability to complete all parts



Standard Trading Terms and Conditions

of the training must be advised to the company in writing prior to the training taking place.

Governing Law

These terms are governed by and to be construed in accordance with English Law. Any disputes shall be subject to the exclusive jurisdiction of the English courts. The client's written confirmation of a booking constitutes a legally binding contract